SERFF Tracking Number: MADS-125654210 State: Arkansas
Filing Company: Madison National Life Insurance Company State Tracking Number: 39041

Incorporated

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: GAO
Project Name/Number: /

#### Filing at a Glance

Company: Madison National Life Insurance Company Incorporated

Product Name: GAO SERFF Tr Num: MADS-125654210 State: ArkansasLH TOI: H02G Group Health - Accident Only SERFF Status: Closed State Tr Num: 39041

Sub-TOI: H02G.000 Health - Accident Only

Co Tr Num: GAO-ACC

State Status: Approved-Closed

Filing Type: Form Co Status: Initial Submission Reviewer(s): Rosalind Minor

Authors: Sue Long, Andrea Greiber Disposition Date: 05/23/2008

Date Submitted: 05/19/2008 Disposition Status: Approved-

te Submitted. 05/19/2006 Disposition Status. A

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

#### **General Information**

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 01/15/2008

Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large Overall Rate Impact: Group Market Type: Association, Other

Filing Status Changed: 05/23/2008

State Status Changed: 05/23/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The Group Policy is a non-participating policy that includes three products that are available to Age 70. The forms are new and will not replace any existing forms filed with your Department. Each product was filed separately under there respective categories.

•Accident Benefits-(Limited Benefit Coverage) - SERFF ID MADS-125654210 with optional Accident Disability Income Rider

SERFF Tracking Number: MADS-125654210 State: Arkansas
Filing Company: Madison National Life Insurance Company State Tracking Number: 39041

Incorporated

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Project Name: GAO
Project Name/Number: /

•Critical Illness Benefits-(Limited Benefit Coverage) - SERFF ID MADS-125654252

•Term Life Insurance - SERFF ID MADS-125654270

# **Company and Contact**

#### **Filing Contact Information**

Andrea Greiber, Compliance Specialist ALG@madisonlife.com
PO Box 5008 (800) 356-9601 [Phone]
Madison, WI 53705 (608) 830-2704[FAX]

**Filing Company Information** 

Madison National Life Insurance Company CoCode: 65781 State of Domicile: Wisconsin

Incorporated

1241 John Q. Hammons Drive Group Code: 450 Company Type: Life and Health

Madison, WI 53717 Group Name: State ID Number:

(608) 830-2000 ext. [Phone] FEIN Number: 39-0990296

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# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Madison National Life Insurance Company \$100.00 05/19/2008 20398208

Incorporated

 SERFF Tracking Number:
 MADS-125654210
 State:
 Arkansas

 Filing Company:
 Madison National Life Insurance Company
 State Tracking Number:
 39041

Incorporated

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Project Name: GAO
Project Name/Number: /

# **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-	Rosalind Minor	05/23/2008	05/23/2008

SERFF Tracking Number: MADS-125654210 State: Arkansas
Filing Company: Madison National Life Insurance Company State Tracking Number: 39041

 ${\it Incorporated}$ 

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Project Name: GAO
Project Name/Number: /

# **Disposition**

Disposition Date: 05/23/2008

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 MADS-125654210
 State:
 Arkansas

 Filing Company:
 Madison National Life Insurance Company
 State Tracking Number:
 39041

Incorporated

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: GAO

Project Name/Number: /

•			
Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Filing Letter, Actuarial	Approved-Closed	Yes
Supporting Document	Additional Documentation	Approved-Closed	Yes
Supporting Document	Association Information	Approved-Closed	Yes
Form	CERTIFICATE	Approved-Closed	Yes
Form	ACCIDENT DISABILITY INCOME RIDER	Approved-Closed	Yes
Form	GROUP POLICY-ARKANSAS GROUP POLICYHOLDERS	Approved-Closed	Yes
Form	GROUP APPLICATION	Approved-Closed	Yes
Form	ENROLLMENT FORM	Approved-Closed	Yes

 SERFF Tracking Number:
 MADS-125654210
 State:
 Arkansas

 Filing Company:
 Madison National Life Insurance Company
 State Tracking Number:
 39041

 ${\it Incorporated}$ 

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Project Name: GAO
Project Name/Number: /

# **Form Schedule**

#### **Lead Form Number:**

Review	Form	Form Type Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Status	Number			Data		
Approved-	GAO-ACC	- Certificate CERTIFICATE	Initial			GAO-ACC-C-
Closed	C-1207-AR	₹				1207-AR.pdf
Approved-	GAO-	Certificate ACCIDENT	Initial			GAO-ACCDI-
Closed	ACCDI-R-	Amendmen DISABILITY				R-1207.pdf
	1207	t, Insert INCOME RIDER				
		Page,				
		Endorseme				
		nt or Rider				
Approved-	GAO-P-	Policy/Cont GROUP POLICY-	Initial			GAO-P-1207-
Closed	1207-AR	ract/Fratern ARKANSAS GROU	Р			AR.pdf
		al POLICYHOLDERS				
		Certificate				
Approved-	GAO-A-	Application/GROUP	Initial			GAO-A-
Closed	1207	Enrollment APPLICATION				1207.pdf
		Form				
Approved-	GAO-E-	Application/ENROLLMENT	Initial			GAO-E-
Closed	1207	Enrollment FORM				1207.pdf
		Form				

#### MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717

# CERTIFICATE OF INSURANCE GROUP ACCIDENT COVERAGE

This is Your Certificate of Insurance (hereafter referred to as "Certificate") while You are insured. This Certificate is a description of the accident benefits provided through the Group Policyholder (hereafter referred to as "Policyholder"), under the Group Policy (hereafter referred to as "Policy"). The Policy is a contract between the Policyholder and Us. The Policy is held by the Policyholder. Policyholder information is shown in the Schedule of Benefits.

The Policy is the agreement under which payments are made. We will pay benefits stated in this Certificate, only if a loss arises from the causes described in the Certificate. These losses must result directly and independently of all other causes from bodily injury caused by an accident which occurs while this coverage is in force.

The Policy may be amended at any time without notice to You. Any such amendment will not affect a claim starting before the amendment takes effect.

You may inspect the Policy at any time during business hours at the office of the Policyholder.

#### PLEASE READ THIS CERTIFICATE CAREFULLY

The President and Secretary of Madison National Life Insurance Company, Inc. witness this Certificate:

Larry R. Graber

President

Adam C. Vandervoort

Alon Valent

Secretary

THIS IS LIMITED BENEFIT COVERAGE
ACCIDENT COVERAGE TO AGE 70

THIS IS ACCIDENT ONLY COVERAGE AND DOES NOT PROVIDE COVERAGE FOR SICKNESS

**NON-PARTICIPATING** 

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If we at Madison National Life Insurance Company, Inc. fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street, Little Rock, AR 72201
Phone: (501) 371-2640, (800) 852-5494
Email: <u>insurance.consumers@arkansas.gov</u>

# SCHEDULE OF BENEFITS

(hereafter referred to as "Schedule")

# **Policyholder Information**

**Group Policyholder:** [Organization Name.]

**Group Number:** [Number]

**Policy Effective Date:** [Organization Effective Date of Coverage]

Accidental/Loss

[See Statement of Variability]

**Principal Sum:** 

**Dependent Coverage:** [Yes/No coverage is available]

**Eligible Dependents:** [Not Applicable/Spouse/Spouse-Children/Children only] (For whom the Insured enrolled

and the Policyholder paid premium for.)

**Beneficiary:** The first of the following classes of surviving relatives: spouse; children; parents; or

> siblings. If more than one surviving relative is in a class, benefits are divided equally among all surviving relatives of that class. If there are no surviving relatives as listed

herein, the beneficiary will be the Insured Person's estate.

# Accidental Death And Dismemberment & Loss Of Sight, Speech And Hearing Benefit

Loss of Life [See Statement of Variability] Loss of Both Hands [See Statement of Variability] Loss of Both Feet [See Statement of Variability] Loss of Entire Sight of Both Eyes [See Statement of Variability] Loss of One Hand and One Foot [See Statement of Variability] Loss of Speech and Hearing [See Statement of Variability] Loss of One Hand or One Foot and [See Statement of Variability]

entire Sight of One Eye

Loss of One Hand or One Foot [See Statement of Variability] Loss of One Eve [See Statement of Variability] Loss of Speech or Hearing [See Statement of Variability]

If, within 365 days from the date of an Accident, Injury from such Accident results in a Loss, We will pay the benefit in the amount set opposite such Loss above. If You sustain more than one such Loss as the result of one Accident We will pay only one amount, the largest to which You are entitled.

- Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Severance means the complete separation and dismemberment of the part from the body.
- Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.
- Loss of speech means total, permanent and irrecoverable loss of audible communication.
- Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Certificate.

# SCHEDULE OF BENEFITS continued...

#### **Accident Medical Expense Benefits**

Maximum Benefit Amount, Per Injury: [See Statement of Variability]
Deductible, Per Injury: [See Statement of Variability]
Benefit Amount: \* [See Statement of Variability]
Initial Treatment Period: [See Statement of Variability]
Benefit Period: [See Statement of Variability]

We will pay benefits for Covered Charges incurred by an Insured Person due to Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished. Covered Charges are payable only for an Injury for which the first treatment or service is incurred within the Initial Treatment Period and for which expense for all treatment or service is incurred within the Benefit Period. No benefit are available beyond the Benefit Period.

After the Deductible, if any, has been satisfied, We will pay the Benefit Amount of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Certificate.

#### **Hospital Indemnity Benefit**

Benefit Amount - Coverage Period: [See Statement of Variability]
Waiting Period: \*\* [See Statement of Variability]

We will pay when an Insured Person is Hospital Confined due to an Injury. Hospital Confinement must be Medically Necessary and provided under the direction of a Physician. Hospital Confinement must occur while coverage under this Certificate is in force. No benefit are available beyond the Coverage Period.

Please see the TERMS & CONDITIONS section for a definition/description of "Covered Charges".

<sup>\*</sup> The percentage of Covered Charges We pay.

<sup>\*\*</sup> The number of days an Insured Person must be covered under the Policy before this benefit is payable.

# **EXCLUSIONS**

This Certificate does not provide benefits for treatment, services or supplies:

#### (A) that are:

- not Medically Necessary.
- not prescribed by a Physician as necessary to treat an Injury.
- determined to be Experimental/Investigational in nature.
- received without charge or legal obligation to pay;
- received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; and not specifically listed as Covered Charges in this Certificate.
- for a hernia, any type, regardless of cause or slipped femoral capital epiphysis or pathological fracture.

#### (B) that are received or rendered as a result of:

- Injury by acts of war, whether declared or not.
- Injury which occurs while You are on active duty service in any armed forces, Reserve or National Guard or during active duty training when training extends beyond 31 days.
- Injury received while traveling or flying by air, except as a fare paying passenger on a regularly scheduled commercial airline.
- Injury sustained flying in an ultra light, hang gliding, parachuting or bungi-cord jumping, or by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere.
- Injury sustained participating in a rodeo.
- Injury sustained while participating in or practicing for any professional sports activity, unless specifically provided for.
- Injury sustained while committing or attempting to commit a crime.
- attempted suicide or intentionally self-inflicted Injury while sane or insane within the first 2 years of coverage.
- voluntary use of illegal drugs, the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions, and intentional misuse of prescription drugs.
- being legally intoxicated or under the influence of alcohol as defined by the laws of the State in which the Injury occurs.
- Covered Charges incurred outside of the United States, unless such Covered Charges are incurred while You are on a trip of not more than 90 days.
- a work related injury covered under Workers' Compensation, Employers' Liability Laws, or similar occupational benefits.
- A medical mishap or negligence, including malpractice.

# NON-DUPLICATION OF BENEFITS

If an Insured Person is covered by any other group health care plan and would, as a result, receive total medical expense or service benefits in excess of the expenses actually incurred; then the Accident Medical Expense Benefits payable under the Policy will be reduced by such excess amount. This Non-Duplication of Benefits provision does not apply if the Policy is considered primary under any coordination of benefit guidelines contained in the other health care plans.

# CONDITIONS OF INSURANCE

**Eligibility:** Persons who are part of the Policyholder's Organization and their Eligible Dependents, as shown on the Schedule. Eligible Persons and Dependents must enroll in coverage within 31 days of their eligibility date. We maintain the right to investigate eligibility status.

**Effective Date:** Coverage is effective, subject to receipt of the Policyholder's premium, on the Policy Effective Date or the date the Insured or Eligible Dependent is eligible and enrolls. A dependent who becomes eligible after the Effective Date of coverage must be enrolled within 31 days after the date the dependent becomes eligible to be covered.

When Coverage Ends: Coverage will terminate at the earlier of: (1) the date the Policy terminates; (2) the date the Insured ceases to be eligible; (3) the date the Insured Person turns age 70; (4) the date the Eligible Dependent ceases to be a Dependent; or (5) the end of the month the Insured Person ceases to be eligible.

# **CLAIM PROVISIONS**

**Notice of Claim:** Written notice of claim must be given to Us or Our authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible. Notice should include information sufficient to identify You.

**Claim Forms:** Upon receipt of written notice of claim, We will send you a Claim Form for filing Proofs of Loss. If you do not receive such forms within 15 days after the giving of such notice, you can send us, without the Claim Form, the written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**Proof of Loss:** Proof of any covered Loss must be given to Us or Our authorized representative not later than 60 days after the covered loss. If proof of loss is not given within 60 days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible. If the written proof of loss is for a Hospital confinement, it must be given to Us or Our authorized representative within 60 days after release from the Hospital.

**Time of Payment of Claims:** Upon receipt of proper Proof of Loss, benefits will be paid within 30 days, unless this Certificate provides for periodic payment (see below). If any claims payment interest accrues, interest will be paid in the amount determined by the State in which the claims are incurred.

When this Certificate provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper Proof of Loss.

**Payment of Claims:** Benefits payable under this Certificate for loss of life will be paid to Your Beneficiary subject to Certificate provisions herein and in effect at the time of payment. All other benefits under this Certificate will be payable to You. Any benefits remaining unpaid at the time of Your death may, at Our option, be paid to Your next of kin or to Your estate.

# **GENERAL PROVISIONS**

**Entire Contract, Changes:** This Certificate, including the Policy and any Riders, Amendment or attached papers, if any, constitutes the entire contract of Insurance. No change in this Certificate shall be valid until approved by an executive officer of Our company and unless such approval is endorsed and/or attach hereto. No agent has authority to change this Certificate or waive any of its provisions.

We have full, exclusive and discretionary authority to determine all questions arising in connection with the Certificate, including its interpretation. Our Failure to enforce any Certificate provision shall not waive, modify or render such provision unenforceable at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

**Incontestability:** All statements made in Your enrollment form are, in the absence of fraud, representations and not warranties. We cannot contest this Certificate after it has been in force for 2 years from Your effective date. No statement shall be used to contest this Certificate, the validity of coverage or reduce benefits, unless it is in writing, signed by You, and a copy of such statement is furnished to You.

**Non-Participating:** The Certificate is non-participating. It does not share in Our profits or surplus earnings.

**Conformity With State Laws:** If any provision of this Certificate is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

**Physical Examination and Autopsy:** We, at Our own expense, shall have the right and opportunity to examine You as it may reasonably require while a claim is pending. We, at Our own expense, may also have the right to make an autopsy in the case of Your death, where it is not prohibited by law.

**Legal Actions:** A legal action may not be brought to recover on this Certificate within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

**Workers' Compensation.** This Certificate is not in lieu of, and does not affect any requirements for coverage by, any Workers' Compensation Act or similar law.

**Non-Compliance with Policy Requirements.** Any express waiver by Us of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by Us to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Clerical Error.** Clerical error, whether by the Policyholder or Us, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect, nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under the Policy.

**Misstatement of Age.** If the benefits for which the Insured Persons is insured are based on age and the Insured Person's age has been misstated, there will be an adjustment of said benefit based on his or her true age. We may require satisfactory proof of age before paying any claim.

#### **Beneficiary Designation.**

- **Insured:** The first of the following classes of surviving relatives: spouse; children; parents; or siblings. If more than one surviving relative is in a class, benefits are divided equally among all surviving relatives of that class. If there are no surviving relatives as listed herein, the beneficiary will be the Insured Persons' estate.
- **Eligible Dependents:** The Eligible Dependent's beneficiary is the Insured. If the Insured is not a survivor, the beneficiary is as designated on the Schedule.

# TERMS AND DEFINITIONS

(these terms are used throughout this Certificate)

**Accident:** A sudden, unexpected and unforeseen, identifiable event causing bodily Injury, directly produced by specific accidental contact with another body or object. The Accident must occur while You are covered under the Policy.

**Benefit Period:** The number of weeks following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown in the Schedule.

**Covered Charge(s):** A Reasonable and Customary charge for a service or supply performed or given under the direction of a Physician, for treatment of an Injury. Covered charges include the following:

- Hospital room and board, and general nursing care, up to the semi-private room rate
- Hospital miscellaneous expense during Hospital Confinement or for outpatient surgery under general anesthetic, such as the cost of the operating room, laboratory tests, x-ray examinations, anesthesia, drugs (excluding takehome drugs) or medicines, therapeutic services and supplies
- Doctor's fees for surgery
- Anesthesia services
- Doctors visits, inpatient and outpatient
- Hospital Emergency care
- X-ray and laboratory services
- Ambulance Expense
- Prescription Drugs
- Dental treatment for Injury to Sound Natural Teeth
- Registered Nurse expense
  - Reasonable and Customary Charges, Fees or Expenses: The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of: (1) the actual amount charged by the medical provider; (2) the negotiated rate; or (3) the charge which would have been made by the medical provider for a comparable service or supply made by other providers in the same geographic area, as reasonably determined by Us for the same service or supply.
    - Reasonable and Customary Charges, Fees or Expenses, as used in this Certificate to describe expense, will
      be the payment system in effect at the time the expense was incurred.
    - "Geographic area" is the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

**Deductible:** A dollar amount of Covered Charges an Insured Person must pay before We pay any benefits. The Deductible, if any, is shown in the Schedule.

**Eligible Dependent:** Is as described in the Schedule. An Eligible Dependent does not include a person who is a full-time member of the armed forces of any country. No person may be considered a dependent of more than one Insured.

- Child means the Insured's child age 21 or younger; or age 25 if a registered student in full-time attendance at an accredited educational institution. The term "child" refers to: (1) Your unmarried natural child; (2) Your stepchild or legal ward; and (3) an adopted child, including a child placed with You for the purpose of adoption, from the moment of placement as certified by the agency making the placement.
- **Disabled Child** means Your unmarried adult child who, on and after the date on which insurance would end because of the child's age, is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon You for support and maintenance, or institutionalized because of mental or physical handicap. You must provide proof of Your Disabled Child's status within 31 days after

• **Spouse** – For those Policies that include dependent coverage, this definition means a person to whom the Insured is legally married to and from whom You are not legally separated.

**Emergency:** Including, but not limited to, the sudden and, at the time, unexpected onset of an Injury that may include, but shall not be limited to: (1) placing Your health in significant jeopardy; (2) serious impairment to a bodily function; or (3) serious dysfunction of any bodily organ or part; or (4) inadequately controlled pain.

Experimental/investigational: A drug, device or medical care or treatment will be considered experimental/investigational if: (1) the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; (2) the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law; (3) the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval; (4) reliable Evidence show that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis; or (5) reliable evidence show that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

"Reliable evidence" is/are published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Covered Charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

**Family Member:** A person who is related to You in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or step child).

**Hospital:** An institution which: (1) operates pursuant to law; (2) has organized facilities for the care and treatment of sick and injured persons on a resident or inpatient basis, including facilities for diagnosis and surgery under the supervision of a staff of one or more licensed Physicians; and (3) provides 24 hour nursing service by registered nurses on duty or call. Hospital also includes an Intensive Care Unit that is equipped and staffed to provide more extensive care for critically ill or injured patients than available in other Hospital rooms or wards. The care includes close observation by trained and qualified personnel whose duties are primarily confined to the part of the Hospital for which an additional charge is made.

Hospital does NOT include convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facilities are operated as a separate Institution by a Hospital.

**Hospital Confined/Hospital Confinement:** Confinement in a Hospital for at least 24 consecutive hours, by reason of an Injury for which benefits are payable.

**Initial Treatment Period:** The number of weeks following an Injury during which You must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule.

**Injury:** Bodily injury due to an Accident which: (1) results directly and independently of disease, bodily Infirmity or any other causes; (2) solely, directly and independently of all other causes results in medical expense; (3) occurs after the effective date of the Insured Person's coverage; and (4) occurs while the Insured Person's coverage is in force.

All Injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insured** – A member of the Policyholder's Organization who has enrolled and is covered under the Policy.

**Insured Person(s):** An Insured. If the Policy provides coverage for Eligible Dependents, then this term also describes Eligible Dependents covered under the Policy.

**Medically Necessary:** A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment an Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital Confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall NOT be considered as Medically Necessary if it:

- is Experimental/Investigational or for research purposes;
- is provided solely for an Insured Person's educational purposes or convenience, or that of an Insured Person's Family Members, Physician, Hospital or any other provider;
- exceeds in scope, duration, or intensity the level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
- could have been omitted without adversely affecting Your condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the federal Medicare program; or
- it can be safely provided to You on a less cost effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply or drug is Medically Necessary.

**Physician:** A qualified medical professional who is licensed under the laws of the United States to diagnose and treat physical or mental impairment(s).

**Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

**Policyholder:** The Organization to which the Policy is issued.

**Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the United States Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for Your outpatient use. Prescription drugs purchased outside the United States, or foreign pharmacies located within the United States, are NOT covered.

**Supplies:** Include, but are not limited to, Durable Medical Equipment (DME) which is: (1) primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of Injury; (2) used exclusively by You; (3) routinely used in a Hospital but can be used effectively in a non-medical facility; (4) expected to make a meaningful contribution to an Injury; and (5) prescribed by a Physician; and is Medically Necessary for Your rehabilitation.

DME does NOT include comfort and convenience items, equipment that can be used by Family Members other than You, health exercise equipment, corrective shoes, exercise and sports equipment, and equipment that may increase the value of Your home or property (such as ramps, elevators, spas, air conditioners and vehicle hand controls).

United States: The United States of America and its territories.

We, Us, Our: Madison National Life Insurance Company, Inc.

You or Your: Insured Persons.

#### MADISON NATIONAL LIFE INSURANCE COMPANY, INC

PO Box 5008 • Madison, WI 53705

# ACCIDENT DISABILITY INSURANCE RIDER

#### This Rider applies to the Insured only.

This is Your Accident Disability Insurance Rider (hereafter referred to as "Rider") while You are insured. This Rider is in addition to the accident benefits available to You under Your Group Accident Certificate of Insurance (hereafter referred to as "Certificate") provided under the Group Policy.

This Rider, including the Certificate, Group Policy and any other attached papers, constitutes the Entire Contract of insurance. No change in this Rider shall be valid until approved by an executive officer of Our company. No agent has authority to change this Rider or waive any of its provisions.

For all definitions and other coverage provisions and conditions, please refer to Your Certificate.

# **Accident Disability Benefits**

We will pay following Monthly benefit if the Insured is Totally Disabled, directly and independently of all other causes, as a result of a Covered Accident.

Disability Insurance Amount, Per Month: [See Statement of Variability]

Maximum Benefit Period: [See Statement of Variability]

Waiting Period: \* [See Statement of Variability]

**Total Disability or Totally Disabled** is defined as an Injury resulting from a Covered Accident and from which the Insured is:

- employed, but cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; or
- not employed, but cannot perform the normal and customary activities of a healthy person of like age and sex.

#### When this benefit coverage ends:

Benefits will **end** on the first of the following dates: (1) the date the Insured dies; (2) the date the Insured is no longer Totally Disabled; (3) the date the Maximum Benefit Period ends; (4) the date the Insured attains age 70; or (5) the date the Insured fails to submit satisfactory proof of continuing Total Disability.

<sup>\*</sup> The number of days the Total Disability has lasted before this benefit is payable.

# MADISON NATIONAL LIFE INSURANCE COMPANY, INC

Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717

# **GROUP INSURANCE POLICY**

**GROUP COVERAGE(S):** [Accident/Accident & Disability/Critical Illness/Term Life]

**GROUP POLICYHOLDER**: [Organization name]

**GROUP NUMBER:** [Group number]

**DATE OF ISSUE**: [Date]

**RENEWAL DATE**: Renewals occur [monthly] beginning [date]

**POLICY NUMBER**: GAO-P-1207

**STATE OF DELIVERY:** [District of Columbia]

Madison National Life Insurance Company, Inc. (hereafter called We, Our or Us) agrees to pay group insurance benefits with respect to each Insured Person, according and subject to the terms and conditions of this Group Policy (hereafter referred to as Policy). Benefits are payable in United States dollars only.

This Policy is issued to the Group Policyholder (hereafter referred to as "Policyholder") in consideration of the application and payment of premiums, as provided herein, to take effect as of the Date of Issue. A copy of the completed Application is attached. The Policy will terminate as described in this Policy. Date of Issue and Termination will begin and end at 12:01 A.M. Standard Time at the address of the Policyholder.

This Policy includes any applications, Certificates, riders and other attached pages. These pages are all part of this Policy as if fully recited over the signatures shown below. This Policy is issued by Us and delivered to the Policyholder in the delivery State shown above and governed by the laws of that State. All benefits are provided in accordance with the terms, conditions and provisions of this Policy, including all endorsements, if any, attached to this Policy, and applicable state laws. Terms specifically defined in this Policy are limited to that meaning only.

Madison National Life Insurance Company, Inc. executed this Policy at its Home Office in Madison, Wisconsin on the Issue Date.

Larry R. Graber

Lany A Duter

President

Adam C. Vandervoort

Secretary

**GROUP INSURANCE COVERAGE** 

# TABLE OF CONTENTS

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If we at Madison National Life Insurance Company, Inc. fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department Consumer Services Division 1200 West Third Street, Little Rock, AR 72201 Phone: (501) 371-2640, (800) 852-5494 Email: <u>insurance.consumers@arkansas.gov</u>

# TERMS AND DEFINITIONS

All terms are as defined in the Certificates of Insurance (hereafter referred to as Certificate).

# **COVERAGE OPTIONS/TYPES**

The Policyholder's election of Group Coverage is shown on the Coverage Page and may include some or all of the below coverage types:

#### ACCIDENT/DISABILITY COVERAGE TO AGE 70

**Accident Only Coverage.** Benefits apply to the Insured or Insured Persons and are described in the Certificate. The Certificate is incorporated into and made a part of this Policy.

**Accident Disability Benefit Rider.** Benefits apply to the Insured only and are as described in the Rider and Certificate. The Rider is incorporated into and made a part of this Policy.

#### CRITICAL ILLNESS COVERAGE TO AGE 70

Benefits, including a pre-existing condition limitation, apply to the Insured or Insured Persons and are described in the Certificate. The Certificate is incorporated into and made a part of this Policy.

#### TERM LIFE INSURANCE TO AGE 70

Benefits apply to the Insured or Insured Persons and are described in the Certificate. The Certificate is incorporated into and made a part of this Policy.

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Benefits and coverage for the Insured or Insured Persons are as agreed upon between Us and the Policyholder. All coverages and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificate(s) issued by Us to the Policyholder for distribution to the Insured Persons or, directly to the Insured Persons. This includes any applicable Riders or Endorsements which generally describe, without amending, superseding or changing the Policy in any way, the essential features of coverage Insured Persons are entitled to under this Policy, and to whom the insurance benefits are payable in the event of a covered loss.

# **POLICY PREMIUM**

**Premium:** The premium is the amount we charge for insurance under this Policy. Each premium shall be equal to the sum of the premium payable for each Insured Person. If We discover that eligibility requirements are not met for any Insured Person, Our only obligation is to refund any premium paid for that person.

**Insurance Premium Rates:** The initial Premium rates in effect on the Date of Issue, and any renewal premiums thereafter, are those determined by Us. We will provide 60 days advance notice when there is a change in premium.

**Grace Period:** Coverage under this Policy has a thirty-one (31) day grace period. This means that if the group Premium is not paid on or before the date it is due, the Policyholder may pay that Premium during the thirty-one (31) day period immediately following the due date. Insured Persons will continue to be covered during this thirty-one (31) day period. If the group Premium is not paid within the thirty-one (31) day grace period, the Premium due will be in default and the group coverage under this Policy will Lapse. In the event of a Lapse, the Policyholder is still required to pay any premiums due through the Lapse date.

# **TERMINATION**

#### By the Company:

- 1. We can end this Policy for any reason by giving 60 days advance written notice to the Policyholder.
- 2. We can end this Policy immediately, in the event of fraud or misrepresentation by the Policyholder.
- 3. The Policy will automatically end if the Group Policyholder's organization ceases to conduct business.

By the Policyholder: The Policyholder can end this Policy by giving 60 days advance written notice to Us.

**NOTE:** With regard to the Term Life insurance coverage, termination of this Policy is without prejudice to continuation of an Insured Person's coverage. Conversion privileges are described in the Term Life Certificate.

#### **GENERAL PROVISIONS**

**Eligibility:** Applies to persons who are part of the Policyholder's Organization, and their Eligible Dependents, as shown on the Schedule. Eligible Persons and Dependents must enroll in coverage within 31 days of their eligibility date. Persons who do not enroll within 31 days of their eligibility date may apply at a later time, subject to Evidence of Insurability. We maintain the right to investigate eligibility status. If We discover that eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

**Entire Contract, Changes:** This Policy, including the Certificates and any Riders, Amendment or attached papers, if any, constitutes the entire contract of Insurance. No change in this Policy shall be valid until approved by an executive officer of Our company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

We have full, exclusive and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation. Our Failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

**Incontestability:** All statements made in the Application are, in the absence of fraud, representations and not warranties. We cannot contest this Policy after it has been in force for 2 years from its Date of Issue. No statement shall be used to contest the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

**Non-Participating:** The Policy is non-participating. It does not share in Our profits or surplus earnings.

**Conformity With State Laws:** If any provision of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

**Workers' Compensation.** The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Misstatement of Age.** If Policyholder premiums for the Insured Person are based on age and the Insured Person's age has been misstated, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Persons is insured are based on age and the Insured Person's age has been misstated, there will be an adjustment of said benefit based on his or her true age. We may require satisfactory proof of age before paying any claim.

# **AGENCY**

The Policyholder is not Our agent for any purpose under this Policy.

# **CLERICAL ERROR**

A clerical error may be made by Us or the Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

# MADISON NATIONAL LIFE INSURANCE COMPANY, INC. Home Office: 1241 John Q. Hammons Drive • Madison, WI • 53717

# **APPLICATION FOR GROUP INSURANCE**

Organization Information					
Name of Organization:					
Nature of Organization:					
Administrative Contact Person's Name and Email Address	s and Telephone No	<b>)</b> .			
Premium Billing Contact Person's Name and Email Addre	ss and Telephone N	No.			
Billing Address:	City:	State:	Zip Code:		
Street Address (if different from above):	City:	State:	Zip Code:		
Proposed Effective Date of Insurance:					
Group Policyholder's Certification					
IF ANY APPLICATION INFORMATION CHANGES FROM WHAT HAS BEEN INDICATED, DURING THE COMPANY'S REVIEW OF THIS APPLICATION, PLEASE CONTACT THE COMPANY FOR APPROVAL					
By signing this Application I understand and agree that:					
<ul><li>All statements and answers I have given are complete and</li><li>Insurer will rely in part upon the information recorded in this</li></ul>		,	whather to		
approve this Application and issue any coverage.	3 Application as the t	Jasis for their decision on	whether to		
- Insurer may delay/void this request for coverage due to inc	•	-			
<ul> <li>Coverage is not in effect until final approval is given by Insurer and the Policyholder should not cancel my current coverage until it receives such approval.</li> </ul>					
<ul> <li>No person, except an officer of Madison National Life, is authorized to vary or modify a contract.</li> </ul>					
<b>WARNING</b> : It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.					
Policyholder Representative Signature	Date of Signatu	ire			
Title of Policyholder Representative	_				

# MADISON NATIONAL LIFE INSURANCE COMPANY, INC

PO Box 5008 • Madison, WI 53705

# **Enrollment Form For Enrollment In Group Insurance**

<b>Applicant Infor</b>	rmation						
Applicant Name (Last, First, Middle):  Social Security No.:							
Street Address:				City, State:			
Zip:	Zip: County:		Date of	Birth:		Home Phon	ne:
Name of Organizat	ion/Group Policyholder:					( )	
Ŭ	holder elected Dependent Co	overage and	l you are appl	lying fo	r Depende	ent Coverag	ge, please
<b>Dependent Names</b>			Birth Date	Age	Weight	Height	Birth Place
-		Spouse					
		Child					
Applicant Certification & Authorization  By signing this Application I understand and agree that:  - All statements and answers I have given are complete and true to the best of my knowledge and belief.  - Coverage is not in effect until final approval is given by Madison National Life Insurance Company, Inc.  - I can obtain any Certificate(s) of Insurance and Riders from the Policyholder or Company.  - I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, or the Medical Information Bureau, that has any records or knowledge of me or my health to give Madison National Life Insurance Company, Inc. or its Reinsurer(s) any such information. A photographic copy of this authorization shall be valid for 30 months from the application date. I agree that a photocopy of this authorization shall be as valid as the original and I understand that a copy is available to me upon request.  - No person, except an officer of Madison National Life, is authorized to vary or modify a contract.  WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer							
or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.							
Applicant Signatur	e			Signatur	 re		

 SERFF Tracking Number:
 MADS-125654210
 State:
 Arkansas

 Filing Company:
 Madison National Life Insurance Company
 State Tracking Number:
 39041

 ${\it Incorporated}$ 

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Project Name: GAO
Project Name/Number: /

# **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: MADS-125654210 State: Arkansas
Filing Company: Madison National Life Insurance Company State Tracking Number: 39041

Incorporated

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: GAO
Project Name/Number: /

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 05/23/2008

Comments:

The 23-79-138 and Readability Certifications are attached. The Consumer Information Notice is included in the Certificate and Policy.

Attachments:

Certification of 23-79-138.pdf 1 Readability Certification.pdf

**Review Status:** 

Bypassed -Name: Application Approved-Closed 05/23/2008

Bypass Reason: The Application and Enrollment Form, and other forms, to be used are attached and being filed

as new.

**Comments:** 

**Review Status:** 

Satisfied -Name: Filing Letter, Actuarial... Approved-Closed 05/23/2008

Comments:

- Filing Letter

- Arkansas Guaranty Association Notice
- Actuarial Memo
- Rates
- Group Policy for Policyholders located outside Arkansas

**Attachments:** 

Filing Letter 051908.pdf
AR GA Notice 0707.pdf
R Act Memo - NA to CO & FL.pdf
R Rates.pdf

GAO-P-1207.pdf

**Review Status:** 

Satisfied -Name: Additional Documentation Approved-Closed 05/23/2008

SERFF Tracking Number: MADS-125654210 State: Arkansas State Tracking Number: 39041

Filing Company: Madison National Life Insurance Company

Incorporated

Company Tracking Number:  $GAO ext{-}ACC$ 

TOI: Sub-TOI: H02G Group Health - Accident Only H02G.000 Health - Accident Only

Product Name: GAOProject Name/Number:

#### Comments:

- Explanatory Memo

- NAIC Standard Checklist
- Statements of Variability

#### Attachments:

- 1 Explanatory Memo.pdf
- 1 Standard Checklist.pdf
- 1 Stmnts of Variability.pdf

SERFF Tracking Number: MADS-125654210 Arkansas State: 39041 Madison National Life Insurance Company State Tracking Number:

Filing Company:

Incorporated

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

GAOProduct Name:

**Review Status:** 

Association Information Approved-Closed Satisfied -Name: 05/23/2008

**Comments:** 

Project Name/Number:

Pertaining to a current Association group located in DC and Missouri.

- Bylaws & Articles

- Association Benefits
- Minutes 2006-07
- Newsletter 2007
- Marketing Brochure
- Membership Guide
- Application for Assoc. Membership

#### Attachments:

ABBA Inc, Bylaws Articles.pdf

ABBA Benefits.doc

ABBA Minutes 2006-07.pdf

ABBA Newsletter 07 (2).pdf

IPA-ABBA-IAIC Application for Membership 2-2008.pdf

Marketing Brochure 032508.pdf

Membership Guide 032408.pdf



# MADISON NATIONAL LIFE INSURANCE COMPANY, INC. Home Office Madison, Wisconsin

Re:

#### **ARKANSAS 23-79-138**

I hereby certify that the accompanying product is in compliance with Arkansas Insurance Code 23-79-138. Our complete address and 800 phone number is shown on the cover of each Certificate and Policy. The Arkansas Department of Insurance information is found in the first few pages of each form.

Hereby certified on this 19th day of May, 2008.

By:

Andrea L. Greiber

andreas Shall

MNL Compliance Department

# Madison National Life Insurance Company PO Box 5008, Madison, WI 53705

# **CERTIFICATE OF READABILITY**

**TO:** Department of Insurance

RE: Forms GAO-P, GAO-ACC-C, GAO-CI-C, and GAO-TL-C

I hereby certify that the forms meet the minimum requirements of the Flesch reading ease policy simplification test, are at least 10 point type or larger, and that the Flesch reading ease test has been applied to said forms individually or in combination with another, including removal of all tables, schedule pages, and/or legal or medical terminology, with resulting scores of:

Form	Description	Score
GAO-P	Policy	46.4
GAO-ACC-C	Accident Certificate	44.2
GAO-CI-C	Critical Illness Certificate	42.4
GAO-TL-C	Term Life Certificate	45.7

Robert J. Stubbe

**Executive Vice President** 

Dated: December 21, 2007



#### <u>VIA SERFF</u>

May 19, 2008

**TO:** Arkansas Department of Insurance

**RE:** Group Term Life, Critical Illness and Accident Only Coverages

NAIC: 65781 - Madison National Life Insurance Company, Inc.

FEIN: 39-0990296

The Group Policy is a non-participating policy that includes three products that are available to Age 70. The forms are new and will not replace any existing forms filed with your Department. Each product was filed separately under there respective categories.

- Critical Illness Benefits-(Limited Benefit Coverage) SERFF ID MADS-125654252
- Term Life Insurance SERFF ID MADS-125654270

The following forms are being used with these products (they will be marketed together) and are being filed under **each** above product (as applicable).

- Group Application
- Enrollment Form
- Evidence of Insurability (life coverage only)
- Evidence of Insurability (combined life and critical illness coverages)

There are two Group Policies attached.

- One Policy is issued to Groups residing outside of Arkansas, but covering Arkansas residents. This Group Policy is attached under the Supporting Documents tab.
- The other Group Policy is Arkansas specific and will be issued to Group residing in Arkansas. This Group Policy is attached under the Form Schedule tab.

Please let me know if you have any questions or require further information.

Thank you.

Andrea L. Greiber Compliance Specialist alg@madisonlife.com

(608) 830-2059 or 1-800-356-9601 ext. 2059

Attachments

# LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase certain life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

#### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

#### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal

benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- A portion of a policy or contract not guaranteed by the insurer, or under which the risk is borne by the policy or contract owner.
- A portion of a policy or contract of reinsurance, unless assumption certificates have been issued pursuant to the reinsurance policy or contract;
- A portion of a policy or contract to the extent that it exceeds a specified interest adjustment rate.
- A portion of a policy or contract issued to a plan or program of an employer, association, or other person to provide life, health, or annuity benefits to its employees, members or others to the extent that such plan or program is self-funded or uninsured, including but not limited to benefits payable by an employer, association, or other person under: (A) A multiple employer welfare arrangement as defined in section 514 of the Employee Retirement Income Security Act of 1974, as amended; (B) A minimum premium group insurance plan; (C) A stop-loss group insurance plan; or (D) An administrative services only contract.
- A portion of a policy or contract to the extent that it provides for dividends or experience rating credits, voting rights, payment of any fees or allowances to any person, including the policy or contract owner in connection with the service to or administration of such policy or contract.
- A policy or contract issued in this state by a member insurer at a time when it was not licensed or did not have a certificate of authority to issue such policy or contract in this state.
- An unallocated annuity contract issued to or in connection with a benefit plan protected under the federal Pension Benefit Guaranty Corporation regardless of whether the federal PBGC has yet become liable to make any payments with respect to the benefit plan.
- A portion of an unallocated annuity contract and that is not owned by a benefit plan (directly or in trust) or a government lottery or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution.
- Any policy or contract written on the mutual assessment plan or stipulated premium plan for which no statutory legal reserves are required.
- A portion of a policy or contract to the extent that the assessments, with respect to the policy or contract, are preempted by federal or state law.
- An obligation that does not arise under the express written terms of the policy or contract issued by the insurer to the contract owner or policy owner, including without limitation: (i) Claims based on marketing materials; (ii) Claims based on side letters, riders or other documents that were issued by the insurer without meeting applicable policy form filing or approval requirements; (iii) Misrepresentations of or regarding policy benefits; (iv) Extra-contractual claims; or (v) A claim for penalties or consequential or incidental damages.
- A contractual agreement that establishes the member insurer's obligations to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a portfolio of assets that is owned by the benefit plan or its trustees, which in each case is not an affiliate of the member insurer. Protection provided by the chapter shall not apply where any guaranty protection is provided to residents of Arkansas by the laws of the domiciliary state or jurisdiction of the impaired or insolvent insurer other than this state.

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

2

AR-LHIGA 0707

#### Madison National Life Insurance Company Actuarial Memorandum Group Policy – Policy Series GAO-P-1207

#### Item 1. Scope & Purpose

This is a new filing. The purpose of this memo is to demonstrate compliance with minimum loss ratio requirements and is not intended for any other purpose.

#### Item 2. Benefit Description

The policy provides Accident Only Coverage including Accident Medical, AD&D and Accident Disability. The policy also provides optional Critical Illness and Term Life Insurance Coverage.

#### Item 3. Renewability

The policy contains this language with respect to renewability:

#### **TERMINATION**

By the Company:

- 1. We can end this Policy for any reason by giving 60 days advance written notice to the Policyholder.
- 2. We can end this Policy immediately, in the event of fraud or misrepresentation by the Policyholder.
- 3. The Policy will automatically end if the Group Policyholder's organization ceases to conduct business.

By the Policyholder: The Policyholder can end this Policy by giving 60 days advance written notice to Us.

NOTE: With regard to the Term Life insurance coverage, termination of this Policy is without prejudice to continuation of an Insured Person's coverage. Conversion privileges are described in the Term Life Certificate.

#### Item 4. Applicability

This filing applies to all new issues. There are no existing insureds under this form.

#### Madison National Life Insurance Company Actuarial Memorandum Group Policy – Policy Series GAO-P-1207

#### Item 5. Morbidity

The following sources of morbidity statistics were used to determine the reasonableness of the morbidity assumptions underlying the filed rates.

#### With respect to the Accident Medical coverage:

- "Trends in Hospital Utilization: United States", Vital and Health Statistics, Series 13, Number 124
- "Trends in Hospital Emergency Department Utilization: United States", Vital and Health Statistics, Series 13, Number 150
- "Ambulatory Care Visits to Physician Offices, Hospital Outpatient Departments, and Emergency Departments, United States", Vital and Health Statistics, Series 13, Number 143
- "2001 Emergency Department Summary", Advance Data, Vital and Health Statistics, Number 335
- National Hospital Discharge Study, published by the National Center for Health Statistics
- Unpublished statistics relating to medical costs for limited benefit programs

#### With respect to the Critical Illness coverage:

- General population data from the 1999 Statistical Abstract;
- Data supplied from the National Center for Health Statistics;
- Publications from the National, Heart, Lung, and Blood Institute of the National Institute of Health;
- 2002 Heart and Stroke Statistical Update, published by the American Heart Association;
- Data from Length of Stay by Diagnosis and Operation, U.S., 1996;
- Articles from the American Cancer Society;
- SEER Cancer Statistics Review 1973-1999, published by the National Cancer Institute;
- Various issues of Cancer Facts & Figures.

#### With respect to the AD&D and Group Term Life coverages:

- "Injury Facts", Editions 2003, 2004, 2005-2006, published by the National Safety Council
- The SOA 1985-1989 Group Life Study
- "Statistical Abstract of the United States, 2000 Edition"
- "National Transportation Statistics, 2001", published by the Bureau of Transportation Statistics
- "Vital Statistics of the United States, 1992, Volume II, Part A", published by the National Center for Health Statistics
- National Institute for Occupational Safety and Health Database, maintained by the Center for Disease Control

With respect to the Accident Disability coverage:

1985 CIDA Morbidity Table.

The Group Policy allows for prospective adjustment of premium rates based on each Group's experience for groups with 50+ Insureds.

#### Item 6. Mortality

See Item 5.

#### Item 7. Persistency

Approximately 75% of Insureds are expected to renew each year.

#### Item 8. Expenses and Commissions

Expenses, commissions, and profits are no more than 50%.

#### Item 9. Marketing

The program will be marketed to members of qualifying associations.

#### Item 10. Pre-Existing Condition Limitations and Underwriting

The Critical Illness Certificate contains this language with respect to pre-existing conditions:

#### PRE-EXISTING CONDITION LIMITATION

Benefits are not payable in connection with a Pre-Existing Condition during the initial 12 consecutive months the Insured Person has been enrolled for coverage, including any waiting period for coverage eligibility. A Critical Illness resulting from a Pre-Existing Condition commencing thereafter will be covered unless otherwise excluded by the Policy.

A Pre-Existing Condition means any illness or injury for which an Insured Person received any Diagnosis, medical advice or treatment or had taken any prescription medicines during the 12 months immediately preceding the effective date of the Insured Person's coverage under the Policy.

#### Item 11. Premium Classes

Premiums for currently offered programs are shown on the attached Rate Sheet.

Premiums vary based on the following:

- Types of Coverage selected
- Individual or Family Coverage
- Amount of Coverage Selected

#### Item 12. Issue Age Limits and Coverage Duration

Coverage is not available above age 70.

#### Item 13. Area Factors

There are no area factors.

#### Item 14. Average Annual Premium

The average annual premium is expected to be \$130 per certificate.

#### Item 15. Premium Modalization Rules

Premiums are stated as monthly. Premiums for other modes of payment (e.g., biweekly or semi-monthly) may be calculated based on the ratio of the days in the payment period to the number of days in one month.

#### Item 16. Claim Liability and Reserves

Claim Reserves and Liabilities will be established by a combination of Lag Studies, case level reserves, and analysis of claim inventories.

#### Item 17. Active Life Reserves

No Active Life Reserves will be held for this coverage.

#### Item 18. Trend Assumption

The medical trend is 8%. The Insurance trend is zero.

#### Item 19. Minimum Required Loss Ratio

The minimum required loss ratio for this form is 50.0%.

#### Item 20. Anticipated Loss Ratio

The anticipated loss ratio is 50.0% in all policy durations.

#### Item 21. Distribution of Business

The distribution of business is expected to follow the distribution of the US population.

#### Item 22. Experience on the Form

This is a new form. There is no past experience. It is unknown how much business will be written in the future. The projected future experience shown below assumes \$100,000 of annual earned premium.

#### **Table of Projected Future Experience**

Year	Earned Premium	Incurred Claims	Incurred Loss Ratio
2008	\$100,000	\$50,000	50.0%
2009	100,000	50,000	50.0%
2010	100,000	50,000	50.0%
2011	100,000	50,000	50.0%
2012	100,000	50,000	50.0%
2013	100,000	50,000	50.0%
2014	100,000	50,000	50.0%
2015	100,000	50,000	50.0%
2016	100,000	50,000	50.0%
2017	100,000	50,000	50.0%

#### Item 23. Lifetime Loss Ratio

The lifetime loss ratio is 50.0%.

#### Item 24. History of Rate Adjustments

This is a new form. There have been no rate adjustments.

#### Item 25. Number of Policyholders

This is a new form. There are no existing policyholders.

#### Item 26. Proposed Effective Date

These rates are to be effective coincident with state approval.

#### Item 27. Actuarial Certification

I certify that to the best of my knowledge and belief, the entire rate filing is in compliance with the applicable laws of the state where filed and with the rules of the Department of Insurance, and complies with Actuarial Standard of Practice No. 8, 'Regulatory Filings for Rates and Financial Projections for Health Plans', and that the benefits are reasonable in relation to the proposed premiums.

Thomas G. Coulter, FSA

Consulting Actuary

December 15, 2007

# Rate Sheet Gross Premiums and Benefit Limits

Executive Plans							
Coverage	Exec 2,	Exec 2,500		000	Exec 7,500		
	Individual		Individual Family Individual Family		Individual	Family	
Accident	\$1.84	\$4.48	\$3.65	\$8.92	\$6.00	\$14.80	
Accident Medical Limit	\$2,50	\$2,500 \$5,000 \$7,50				500	
AD&D Principal Sum	\$5,00	0	\$7,500		\$15,000		
DI Rider	\$1.76	\$1.76	\$1.76	\$1.76	\$1.76	\$1.76	
Monthly Indemnity			\$1,00	0			
Critical Illness	\$3.45	\$6.90	\$6.90	\$13.80	\$10.35	\$20.70	
Benefit Limit	\$2,50	\$2,500		0	\$7,500		
Term Life	\$0.90	\$0.90	\$1.80	\$1.80	\$2.70	\$2.70	
Life Amount	\$2,50	0	\$5,00	0	\$7,500		

Basic Plan							
Coverage	rge Year 1 / \$2,500 Year 2 / \$5,000 Years 3+ / \$7,500						
	Individual	Family	Individual	Family	Individual	Family	
Term Life	\$0.90	\$0.90	\$1.80	\$1.80	\$2.70	\$2.70	

Executive Plans							
Coverage Exec 2,500 Exec 5,000						кес 7,500	
	Individual		Individual	Family	Individual	Family	
Accident	\$1.84	\$4.48	\$3.65	\$8.92	\$6.00	\$14.80	
Accident DI Rider	\$1.76	\$1.76	\$1.76	\$1.76	\$1.76	\$1.76	
Critical Illness	\$3.45	\$6.90	\$6.90	\$13.80	\$10.35	\$20.70	
Term Life	\$0.90	\$0.90	\$1.80	\$1.80	\$2.70	\$2.70	

Basic Plan						
Coverage	Year 1 / \$2,500 Year 2 / \$5,000 Years 3+ / \$7,500					
	Individual	Family	Individual	Family	Individual	Family
Term Life	\$0.90	\$0.90	\$1.80	\$1.80	\$2.70	\$2.70

## MADISON NATIONAL LIFE INSURANCE COMPANY, INC

PO Box 5008, Madison, WI 53705 • 1-800-356-9601

## **GROUP INSURANCE POLICY**

**GROUP COVERAGE(S):** [Accident/Accident & Disability/Critical Illness/Term Life]

**GROUP POLICYHOLDER**: [Organization name]

**GROUP NUMBER:** [Group number]

**DATE OF ISSUE**: [Date]

**RENEWAL DATE**: Renewals occur [monthly] beginning [date]

**POLICY NUMBER**: GAO-P-1207

**STATE OF DELIVERY:** [District of Columbia]

Madison National Life Insurance Company, Inc. (hereafter called We, Our or Us) agrees to pay group insurance benefits with respect to each Insured Person, according and subject to the terms and conditions of this Group Policy (hereafter referred to as Policy). Benefits are payable in United States dollars only.

This Policy is issued to the Group Policyholder (hereafter referred to as "Policyholder") in consideration of the application and payment of premiums, as provided herein, to take effect as of the Date of Issue. A copy of the completed Application is attached. The Policy will terminate as described in this Policy. Date of Issue and Termination will begin and end at 12:01 A.M. Standard Time at the address of the Policyholder.

This Policy includes any applications, Certificates, riders and other attached pages. These pages are all part of this Policy as if fully recited over the signatures shown below. This Policy is issued by Us and delivered to the Policyholder in the delivery State shown above and governed by the laws of that State. All benefits are provided in accordance with the terms, conditions and provisions of this Policy, including all endorsements, if any, attached to this Policy, and applicable state laws. Terms specifically defined in this Policy are limited to that meaning only.

Madison National Life Insurance Company, Inc. executed this Policy at its Home Office in Madison, Wisconsin on the Issue Date.

Larry R. Graber

President

Adam C. Vandervoort

Secretary

#### **GROUP INSURANCE COVERAGE**

# TABLE OF CONTENTS

Terms and Definitions	Page 3
Coverage Options/Types	3
Policy Premium  Premium  Insurance Premium Rates	3
Grace Period  Termination  By the Company By the Policyholder	4
General Provisions  Entire Contract Incontestability Nonparticipating Conformity with State Laws Worker's Compensation clause	4
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### TERMS AND DEFINITIONS

All terms are as defined in the Certificates of Insurance (hereafter referred to as Certificate).

## **COVERAGE OPTIONS/TYPES**

The Policyholder's election of Group Coverage is shown on the Coverage Page and may include some or all of the below coverage types:

#### ACCIDENT/DISABILITY COVERAGE TO AGE 70

**Accident Only Coverage.** Benefits apply to the Insured or Insured Persons and are described in the Certificate. The Certificate is incorporated into and made a part of this Policy.

**Accident Disability Benefit Rider.** Benefits apply to the Insured only and are as described in the Rider and Certificate. The Rider is incorporated into and made a part of this Policy.

#### CRITICAL ILLNESS COVERAGE TO AGE 70

Benefits, including a pre-existing condition limitation, apply to the Insured or Insured Persons and are described in the Certificate. The Certificate is incorporated into and made a part of this Policy.

#### TERM LIFE INSURANCE TO AGE 70

Benefits apply to the Insured or Insured Persons and are described in the Certificate. The Certificate is incorporated into and made a part of this Policy.

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Benefits and coverage for the Insured or Insured Persons are as agreed upon between Us and the Policyholder. All coverages and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificate(s) issued by Us to the Policyholder for distribution to the Insured Persons or, directly to the Insured Persons. This includes any applicable Riders or Endorsements which generally describe, without amending, superseding or changing the Policy in any way, the essential features of coverage Insured Persons are entitled to under this Policy, and to whom the insurance benefits are payable in the event of a covered loss.

## **POLICY PREMIUM**

**Premium:** The premium is the amount we charge for insurance under this Policy. Each premium shall be equal to the sum of the premium payable for each Insured Person. If We discover that eligibility requirements are not met for any Insured Person, Our only obligation is to refund any premium paid for that person.

**Insurance Premium Rates:** The initial Premium rates in effect on the Date of Issue, and any renewal premiums thereafter, are those determined by Us. We will provide 60 days advance notice when there is a change in premium.

**Grace Period:** Coverage under this Policy has a thirty-one (31) day grace period. This means that if the group Premium is not paid on or before the date it is due, the Policyholder may pay that Premium during the thirty-one (31) day period immediately following the due date. Insured Persons will continue to be covered during this thirty-one (31) day period. If the group Premium is not paid within the thirty-one (31) day grace period, the Premium due will be in default and the group coverage under this Policy will Lapse. In the event of a Lapse, the Policyholder is still required to pay any premiums due through the Lapse date.

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### **TERMINATION**

#### By the Company:

- 1. We can end this Policy for any reason by giving 60 days advance written notice to the Policyholder.
- 2. We can end this Policy immediately, in the event of fraud or misrepresentation by the Policyholder.
- 3. The Policy will automatically end if the Group Policyholder's organization ceases to conduct business.

By the Policyholder: The Policyholder can end this Policy by giving 60 days advance written notice to Us.

**NOTE:** With regard to the Term Life insurance coverage, termination of this Policy is without prejudice to continuation of an Insured Person's coverage. Conversion privileges are described in the Term Life Certificate.

#### **GENERAL PROVISIONS**

**Eligibility:** Applies to persons who are part of the Policyholder's Organization, and their Eligible Dependents, as shown on the Schedule. Eligible Persons and Dependents must enroll in coverage within 31 days of their eligibility date. Persons who do not enroll within 31 days of their eligibility date may apply at a later time, subject to Evidence of Insurability. We maintain the right to investigate eligibility status. If We discover that eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

**Entire Contract, Changes:** This Policy, including the Certificates and any Riders, Amendment or attached papers, if any, constitutes the entire contract of Insurance. No change in this Policy shall be valid until approved by an executive officer of Our company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

We have full, exclusive and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation. Our Failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

**Incontestability:** All statements made in the Application are, in the absence of fraud, representations and not warranties. We cannot contest this Policy after it has been in force for 2 years from its Date of Issue. No statement shall be used to contest the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

**Non-Participating:** The Policy is non-participating. It does not share in Our profits or surplus earnings.

**Conformity With State Laws:** If any provision of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

**Workers' Compensation.** The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Misstatement of Age.** If Policyholder premiums for the Insured Person are based on age and the Insured Person's age has been misstated, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Persons is insured are based on age and the Insured Person's age has been misstated, there will be an adjustment of said benefit based on his or her true age. We may require satisfactory proof of age before paying any claim.

## **AGENCY**

The Policyholder is not Our agent for any purpose under this Policy.

GAO-P-1207

## **CLERICAL ERROR**

A clerical error may be made by Us or the Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

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## **Explanatory Memorandum**

These products will be offered to Associations and other similar related Groups (both in your State covering residents of your State, and out-of-state). Out-of-state filings would mainly apply to Associations sitused in another State, but covering members residing in your State. At this time, we have one Association sitused in the District of Columbia that already covers residents of your State through other insurers. Attached is this Association's documentation.

The Group Policy is a non-participating policy that includes four product options that are available to Age 70. The forms are new and will not replace any existing forms filed with your Department. This Memo lists the coverage and benefit options we offer to Groups and in which Groups may use to customize their insurance package. The options are determined between us and the Group. With regard to standard and required Policy provisions, please see the attached Checklist information and Actuarial Memorandum for the overall coverage.

#### **Group Member Coverage**

The Insured member is the person who is a member of the Group Organization. Benefits may also available for Eligible Dependents of the Insured. The Certificates of Coverage include definitions. The Group options are (1) members only, (2) spousal coverage, and/or (3) child dependent coverage.

The Group may offer all members or only certain Classes of members the same coverage options. Or, the Group may offer different coverage options to all members or may offer certain coverage options to certain Classes of members.

This filing includes a group application, member enrollment form and two Evidence of Insurability (EOI) forms for late enrollees or member's who wish to increase their coverage. The shorter EOI form is for term life insurance only. The longer EOI form is for term life insurance and critical illness coverage.

The brackets [] used in the attached forms contain variables which are explained in the attached <u>Statements of Variability</u> document.

#### **Accident Benefits - (Limited Benefit Coverage)**

We offer an Accident Certificate of Coverage and Accident Disability Income Rider. The Certificate is a standalone form. The Disability Income Rider is in addition to the Certificate.

The Certificate is available for Group members and their eligible Dependents. The Rider is available to Group members only.

The Certificate provides: (1) a Hospital Indemnity Benefit, (2) Accident Medical Expense Benefits and (3) AD&D and Loss of Sight, Speech and Hearing Benefits.

Hospital Indemnity Benefit provides a flat benefit amount payable per person per inpatient day with or without a waiting period. Please see the Statements of Variability for specific benefits.

Accident Medical Expense Benefits provide a specific amount which is payable per person per injury. A deductible may apply and there will be a maximum benefit period per injury. Please see the Statements of Variability for specific benefits. AD&D and Loss of Sight, Speech and Hearing Benefits provide one

Principal sum. Depending on the loss, benefits are payable at the Principal Sum or one half the Principal Sum. Please see the Statements of Variability for specific benefits.

#### **Accident Disability Income Rider**

This benefit applies to the Group member only and is available only when the above Accident Policy is opted. After a waiting period (e.g. a 90 day waiting period), we will pay a specific amount each month, up to the number of months chosen (e.g. .12 months). Please see the Statements of Variability for specific benefits.

#### <u>Critical Illness Benefits - (Limited Benefit Coverage)</u>

The Certificate is available for Group members and their eligible Dependents. A maximum benefit amount will apply to each "Insured Person". Benefits are available for specific illnesses diagnosed. These benefits may or may not be included depending on Group requests. All illnesses pay out a specific percentage, as determined, of the maximum benefit amount. Please see the Statements of Variability for specific benefits.

#### Term Life Insurance

The Certificate is available for Group members and their eligible Dependents. A benefit amount applies to each "Insured Person" and is available upon death. Please see the Statements of Variability for specific benefits.

#### REVIEW REQUIREMENTS CHECKLIST

#### **LINES OF INSURANCE/CODES:**

- (1) H02G.000 Health Accident Only | H03G.000 Health Accidental Death & Dismemberment
- (2) H07G.001 Health Critical Illness | H14G.000 Health Hospital Indemnity
- (3) L04G.203 Life Specified Age or Duration Single Premium Single Life

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS			
(FOR ALL FILINGS)			
ADVERTISING	N/A		
Sales with securities notice			
ASSOCIATION/TRUSTS/DISCRETIONARY GROUPS (Group only)		Attached is Association Information	
COVER PAGE (Policy jacket) ©		See "Policy" and "Certificates"	Cover Pages
Form number		•	
Insurer's identification			
READABILITY ©		As stated in SERFF	
VARIABILITY ©		See Attached Statements of Variability	
OTHER		See Attached Explanatory Memo	
POLICY FORMS			
REQUIREMENTS RELATING TO APPLICATIONS			
AUTHORIZATION		See Application and Enrollment Form	Cover Pages
HIV CONSENT	N/A		
GENETIC TESTING	N/A		
EVIDENCE OF INSURABILITY	N/A		
FRAUDULENT STATEMENTS	N7/4	See Application and Enrollment Form	Underneath Signatures
REPLACEMENT QUESTIONS UNDERWRITING QUESTIONS	N/A	See both Evidence of Insurability Forms	
REQUIREMENTS RELATING TO POLICY		See Doth Evidence of Insurability Forms	
FORM REVIEW: AMBULANCE		Certificate: GAO-ACC-C-1207	Page 8
AMENDMENTS	N/A		

AUTOPSY		Certificate: GAO-ACC-C-1207 Certificate: GAO-TL-C-1207 Certificate: GAO-CI-C-1207	Page 7 Page 5 Page 9
AVOCATIONAL OR OCCUPATIONAL EXCLUSION RIDERS	N/A		
BENEFIT REIMBURSEMENT		Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	See Statement of Varibilities
CERTIFICATE		Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	
CHANGES IN BASIC COVERAGE	N/A		
CHEMICAL DEPENDENCY/MENTAL CONDITIONS	N/A		
CLAIM FORMS		Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 5 Page 8 Page 4
CLAIM PAYMENT PROVISION		Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 5 Page 8 Page 4
COORDINATION OF BENEFITS		Certificate: GAO-ACC-C-1207	Page 4
CREDITABLE COVERAGE	N/A		
CUSTOMARY & REASONABLE		Certificate: GAO-ACC-C-1207	Page 7
DEFINITIONS		Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 7 Page 9 Page 6
DOMESTIC PARTNERS & CHILDREN OF DOMESTIC PARTNERS COVERAGE	N/A		
ELIGIBILITY		Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 5 Page 8 Page 3
EMERGENCY		Certificate: GAO-ACC-C-1207	Page 8, 9

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EXCLUSIONS & LIMITATIONS		Certificate: GAO-ACC-C-1207	Page 5
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GRACE PERIOD		Policy: GAO-P-07	Page 3
71.G01.WF.GF.		G 18 1 G 1 G 1 G G G 1 4 6 7	
INCONTESTABILITY		Certificate: GAO-ACC-C-1207	Page 6
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LEGAL ACTION		Certificate: GAO-ACC-C-1207	Page 6
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MISSTATEMENT OF AGE		Certificate: GAO-ACC-C-1207	Page 6
		Certificate: GAO-CI-C-1207	Page 9
		Certificate: GAO-TL-C-1207	Page 5
		Certificate, GAO-1L-C-120/	1 age 3
NEWBORNS	N/A	Certificates define Eligible Dependent to include newborn	
TIE W BOILE IS	1411	child	
		CHIU	
NOTICE OF CLAIM		Certificate: GAO-ACC-C-1207	Page 5
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		Certificate: GAO-TL-C-1207	Page 4
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PAYMENT OF CLAIM		Certificate: GAO-ACC-C-1207	Dono 5
PAYMENT OF CLAIM			Page 5
		Certificate: GAO-CI-C-1207	Page 8
		Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 8 Page 5
PORTABILITY	N/A		
	N/A	Certificate: GAO-TL-C-1207	Page 5
	N/A		
PRE-EXISTING CONDITIONS	N/A	Certificate: GAO-TL-C-1207  Certificate: GAO-CI-C-1207	Page 5 Page 3
	N/A	Certificate: GAO-TL-C-1207	Page 5
PRE-EXISTING CONDITIONS PRESCRIPTIONS	N/A	Certificate: GAO-TL-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207	Page 5 Page 3 Page 9
PRE-EXISTING CONDITIONS	N/A	Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-ACC-C-1207	Page 5 Page 3 Page 9 Page 5
PRE-EXISTING CONDITIONS PRESCRIPTIONS	N/A	Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-ACC-C-1207  Certificate: GAO-ACC-C-1207	Page 5 Page 3 Page 9 Page 5 Page 8
PRE-EXISTING CONDITIONS PRESCRIPTIONS	N/A	Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-ACC-C-1207	Page 5 Page 3 Page 9 Page 5
PRE-EXISTING CONDITIONS PRESCRIPTIONS PROOF OF LOSS	N/A	Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-ACC-C-1207  Certificate: GAO-ACC-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-TL-C-1207	Page 5 Page 3 Page 9 Page 5 Page 8 Page 4
PRE-EXISTING CONDITIONS PRESCRIPTIONS	N/A	Certificate: GAO-CI-C-1207  Certificate: GAO-CI-C-1207  Certificate: GAO-ACC-C-1207  Certificate: GAO-ACC-C-1207	Page 5 Page 3 Page 9 Page 5 Page 8

	Certificate: GAO-TL-C-1207	Page 3
REINSTATEMENT	N/A	
KEINSTATEMENT	N/A	
RENEWABLE	Policy: GAO-P-07	Cover Page
SCHEDULE OF BENEFITS	Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Pages 2-3 Pages 3-4 Page 3
TERMINATION, NOTICE	Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 5 Page 8 Page 4
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TIME OF PAYMENT OF CLAIMS	Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 5 Page 8 Page 4
WAITING PERIOD	Certificate: GAO-ACC-C-1207 Certificate: GAO-CI-C-1207 Certificate: GAO-TL-C-1207	Page 3 Page 4 Page 3
BENEFICIARY	Certificate: GAO-ACC-C-1207 Certificate: GAO-TL-C-1207	Page 2 Page 3
CONVERSION ©	Certificate: GAO-TL-C-1207	Page 4
DEATH BENEFIT PROCEEDS ©	Certificate: GAO-TL-C-1207	Page 3 (Term Life Benefit)



## Statements of Variability

#### **Group Policy | GAO-P-1207**

#### **Coverage Page:**

• The coverages available to organizations for election are as following:

<u>Accident Coverage</u> - (includes one or more of these options: (1) AD&D, (2) Loss of Sight, Speech and Hearing, and (3) Medical Expense and Hospital Indemnity benefits)

<u>Accident Disability Rider</u> – (includes the option to elect this Rider with the election of Accident Coverage) <u>Critical Illness Coverage</u>

Term Life Insurance

- The Policyholder variables allow for each Organization's name, Group number, Date of Issue, and premium/renewal intervals
- The State of Delivery is currently District of Columbia, however, we bracketed this State to allow for future group coverage is other states.

#### Certificate of Insurance, Accident Coverage | GAO-ACC-C-1207

#### Page 1 – Table of Contents

• Page numbers may change when page formatting is changing as a resulting of variable information

#### Page 3

- The Policyholder variables will be populated with the Policyholder Information
- The Accidental/Loss "Principal Sum" Policyholder election options range from \$5,000 \$100,000
- Dependent coverage: Policyholders can choose whether to offer the coverage to their members only or to members and their dependents, as designated in the Policy

Accidental Death And Dismemberment & Loss Of Sight, Speech And Hearing Benefit

• The benefit for each will be either the Principal Sum chosen above, or one-half the Principal Sum, depending on the loss

#### Medical Expense Benefits:

- Maximum Benefit Amount Per Injury: Is chosen by each Group and ranges from \$2,000-\$100,000
- Deductible Amount: Is chosen by each Group and ranges from \$0 \$500.00
- Benefit Amount: Is chosen by each Group and ranges from 50% 100%
- Initial Treatment Period: Is chosen by each Group and ranges from 2 weeks 12 weeks
- Benefit Period: Is chosen by each Group and ranges from 2 weeks 52 weeks

#### Hospital Indemnity Benefits:

- Benefit Amount Per Day ranges from \$150-\$500 and up to 14-30 days
- The Waiting Period will be either None or 24 hours

#### Disability Rider, Accident Coverage | Form No. GAO-ACCDI-R-1207

- Disability Insurance Amount Per Month: Is chosen by each Group and ranges from \$500-\$2,000.
- Maximum Benefit Period: 12-24 months
- Waiting Period: 90-180 days

#### Certificate of Insurance, Critical Illness | Form No. GAO-CI-C-1207

#### Page 2

Page numbers may change when page formatting is changing as a resulting of variable information

#### Page 3

- The Policyholder variables will be populated with the Policyholder Information
- Dependent coverage: Policyholders can choose whether to offer the coverage to their members only or to members and their dependents, as designated in the Policy

#### Page 4

- Maximum Benefit Amount Per Covered Person: Is chosen by each Group and ranges from \$5,000-\$25,000.
- Life Threatening Cancer >90 days: Is chosen by each Group and ranges from 50% 100%.
- Life Threatening Cancer <90 days: Is chosen by each Group and ranges from 10% 50%.
- Heart Attack: Is chosen by each Group and ranges from 50% 100%.
- Kidney (Renal) Failure >90 days: Is chosen by each Group and ranges from 50% 100%.
- Kidney (Renal) Failure: <90 days: Is chosen by each Group and ranges from 10% 50%.
- Stroke: Is chosen by each Group and ranges from 50% 100%.
- Coma: Is chosen by each Group and ranges from 50% 100%.
- Coronary Artery Bypass: Is chosen by each Group and ranges from 10% 80%.
- Loss of Sight, Hearing or Speech: Is chosen by each Group and ranges from 50% 100%.
- Major Organ Transplant: Is chosen by each Group and ranges from 50% 100%.
- Quadriplegia: Is chosen by each Group and ranges from 50% 100%.
- Paraplegia: Is chosen by each Group and ranges from 50% 100%.
- Hemiplegia: Is chosen by each Group and ranges from 50% 100%.
- Burn Face and Neck and Head: Is chosen by each Group and ranges from 50% 100%.
- Burn Hand and Forearm Below Elbow Joint (Right and/or Left): Is chosen by each Group and ranges from 10% 50%.
- Burn Upper Arm Below Shoulder Joint to Elbow Joint (Right and/or Left): Is chosen by each Group and ranges from 10% 50%.
- Burn Torso Below Neck to Shoulder Joints and Hip Joints (Front and/or Back): Is chosen by each Group and ranges from 10% 50%.
- Burn Thigh Below Hip Joint to Knee Joint (Right and/or Left): Is chosen by each Group and ranges from 5% 40%.
- Burn Foot and Lower Leg Below Knee Joint (Right and/or Left): Is chosen by each Group and ranges from 10% 50%.

#### Certificate of Insurance, Term Life | Form No. GAO-TL-C-1207

#### Page 2

- Page numbers may change when page formatting is changing as a resulting of variable information Page 3
- The Policyholder variables will be populated with the Policyholder Information
- Dependent coverage: Policyholders can choose whether to offer the coverage to their members only or to members and their dependents, as designated in the Policy.
- Term Life Benefit ranges from \$1,000 \$100,000.
- The waiting period will be between 90 and 365 days.

# APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

(Non-Profit Corporations)

John A. Gale, Secretary of State Room 1301 State Capitol, P.O. Box 94608 Lincoln, NE 68509 http://www.sos.state.ne.us



#### Submit in Duplicate

Attach a certificate stating the name change amendment duly authenticated by the official having custody of the corporate records in the state or country under whose law it is incorporated. Such certificate shall not be more than 60 days old.

Name of Corporation National Benefit Plan
Incorporated under the laws of Missouri
Amended Name of Corporation America's Business Benefit Association
Date Incorporation February 7 , 1995 Period of Duration perpetual
Corporate Type (check one) Public Benefit Mutual Benefit Religious
Does the Corporation Have Members?  Yes No
Address of Principal Office 16476 Chesterfield Airport Rd. Chesterfield, MO 63017
Street Address City State Zip Registered Agent Warren Foss
Registered Office 11305 Chicago Circle Omaha NE 68154
Street Address City Zip
DATED_ 8/23/05
Signature Tina Kompon, President
Printed Name/Title
Timod Tumo, Timo

NOTE: Every filing must be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

**FILING FEE: \$15.00** 

Revised 12/20/2000

Neb. Rev. Stat. 21-19,149

STATE OF MISSOURI



# Rebecca McDowell Cook Secretary of State

CORPORATION DIVISION

CFRTIFICATE OF INCORPORATION

GENERAL NOT FOR PROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF AMERICAN SOCIETY FOR IMPROVED HEALTH

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE REQUIREMENTS OF GENERAL NOT FOR PROFIT CORPORATION LAW;

NOW, THEREFORE, I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE GENERAL NOT FOR PROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 7TH DAY OF FEBRUARY, 1995.

Robecca Ma Donall Cook

Secretary of State





# State of Missouri

Judith K. Moriarty, Secretary of State P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division

Articles of Incorporation of a General Not For Profit Corporation

FILED AND CERTIFICATE C INCORPORATION ISSUED

Filing Fee \$10.00 FEB 0 7 1995

We the undersigned,	-	(Not less than thre	ee)	SECRETA	Sony ( a
Type or Print Name	Number	Street	City	State	ZATE)
DALE TURVEY	660WKEH	ILSGROVE D	R CHES	STERFIELD	mo 63005
WILLIAM A. WARMA	WN JR	32 GREE	W#4DR	ST CHAR	'ES mo 633
GARY JOHNSTON				Lows, n	no 63129
	in the property of the				
being natural persons of the a of forming a corporation und hereby adopt the following Arti	er the "Genera cles of Incorpo	l Not For Profit ration:	Corporation L	aw" of the State	e of Missouri, do
I. The name of the corporation	is AMERICA	AN SOCIETY	FOR I	MPROVED 1	HEALTH
2. The period of duration of the					
3. The address of its initial Reg	ESTEKFIEL	B		6301	7
and the name of its initial Ro	egistered Agent	at said address is	KAK	EN BOEK	ER
4. The first Board of Directors s	hall be 1/4/08	in nu in three required)	mber, their nan	nes and addresses ·	being as follows:
Type or Print Name	Number	Street	City	State	Zip
GARY JOHNSTON	4506 M	EACOUFORD	DR ST	Louis N	10 63/29
WILLIAM A. WARMA	LUN, JR	32 GREEN	+4 DR	ST CHARLE	55 mo 63303
KAREN BOEKER	13 Bo	RDEAUX PO	L LAKE	ST Lows	mo 63367
		•			•

11 SEE EXHIBIT A ATTACHMENT"

5. The purpose or purposes for which the corporation is organized are:

(NOTE: Any special provision authorized or permitted by Statumay be inserted above.)	te to be contained in the Articles of Incorporation
(Incorporators must sig	n below)
(1311/26) MONTAHOGRIOOMI  (1311/26) MONTAHOGRIOOMI  AND GRADIES  AND G	Incorporators  FILED AND CERTIFICATE OF FILED AND CERTIFICATE OF
	MICURPURATION
VERIFICATION	FFB 0 1 1995
State of $MISSOUR_1$ County of $STLous$ } ss.	POLICE TANK OF ATTARE
	2
I, KAREN K. BOEKER	a Notary Pliblic
do hereby certify that on the day	of <u>FEBRUARY</u> , 19 <u>95</u> ,
Type or Print (Names of Incorpora	tors)
personally appeared before me and being first duly sworn by me	•
free act and deed the foregoing document in the respective capacities	therein set forth and declared that the statements
therein contained are ture, to their best knowledge and belief.	
IN WITNESS WHEREOF, I have hereunto set my hand and seal t	he day and year above written.
·	
(Notarial Seal)	en K-Backer Novary Public
My commis	ssion expires

The Secretary of State's Office makes every effort to provide program accessibility to all citizens without regard to disability. If you desire this publication in alternate form because of a disability, please contact the Director of Publications, P.O. Box 778, Jefferson City, Mo. 65102; phone (314) 751-1814. Hearing-impaired citizens may contact the Director by phone through Missouri Relay (800-735-2966). The Corporations Division also maintains a Telecommunications Device for the Deaf (TDD) at (314) 526-5599.

#### EXHIBIT "A"

5. The purpose or purposes for which the corporation is organized are:

To enrich the quality of life for its members by providing educational and informational material of interest to health conscious individuals, and;

To provide services and benefits as deemed beneficial to the members as well as any other activity permitted under the Missouri Not-For-Profit Corporation Act.

FILED AND CERTIFICATE OF INCORPORATION ISSUED

FEB 0 7 1995

SECRETARY OF STATE

STATE OF MISSOURI

# Rebecca McDowell Cook Secretary of State

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

HEARTLAND DEALERS AND COLLECTORS ASSOCIATION

FORMERLY,

AMERICAN SOCIETY FOR IMPROVED HEALTH

A CORPORATION ORGANIZED UNDER THE MISSOURI NONPROFIT CORPORATION LAW HAS DELIVERED TO ME DUPLICATE ORIGINALS OF ARTICLES OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE MISSOURI NONPROFIT

CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE

AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JULY, 1997.

Secretary of State

\$10.00

A to the first of the first of the state of



# State of Missouri

Rebecca McDowell Cook, Secretary of State P. O. Box 778, Jefferson City, MO 65102 Corporation Division

FILED AND CERTIFICATE

# Articles of Amendment for a Nonprofit Corporation

ISSUED

(Submit in duplicate with filing fee of \$10.00)

JUL 2 8 1997

	(00000)	7 10
The u	es of amendment.	SEUNCIANT UP STA
(1)	The name of corporation is: American Society for Improve	ed Health
(2)	The text of the amendment(s) and the date(s) of adoption are as follows:	
	Article One- name of the Corporation is: Heartland Dealers and Collectors As (adoption date - July 24, 19	
	Article Five - See Attached	
(3)	If approval of members was not required, and the amendment(s) was approved	
	board of directors or incorporators, check here and skip to number (5):	<u> </u>
(4)	If approval by members was required, check here and provide the following in	formation:
	A. Number of memberships outstanding:	
	B. Complete either i or ii.	
	i. Number of votes for and against the amendment(s) by class was:	
	Class: Number entitled to vote: Number voting for:	Number voting against:
		,
	ii. Number of undisputed votes cast for the amendment(s) was sufficient for a	pproval, and was:
	Class: Number voting undisputed:	
	Class.	
	The number of votes cast in favor of the amendment(s) by each class was sufficients.	cient for approval by that
(5)	If approval of the amendment(s) by some person(s) other than the members, the was required pursuant to section 355.606, check here to indicate that approval	poard or the incorporators was obtained: _N/A
In affi	irmation of the facts stated above,	
	Karen Boeker Huen Boeken Secretary	7/24/97
(Author	rized signature of officer or chairman of the board) (Title)	(Date of signature)

# FILED AND CERTIFICATE ISSUED

JUL 28 1997

(2) The text of the amendment(s) and the date(s) of adoption are as follows: (2) SECRETARY OF STATE)

Article Five - The purpose or purposes for which the Corporation is organized are:

To enhance the quality of life for its members by providing educational and informational material of interest to dealers and collectors of all kinds.

To provide services and benefits as deemed beneficial to the members as well as any other activity permitted under the Missouri Not-For-Profit Corporation Act.

The spread of th

STATE OF MISSOURI



Matt Blunt Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

NationalBenefit Plan N00051672

Formerly,

HEARTLAND DEALERS AND COLLECTORS ASSOCIATION

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me duplicate originals of Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 8th day of January, 2004.

ott Dlunt
Secretary of State



TO THE CONTROL OF THE



Matt B

File Number: 200400821102

Charter # N00051672 Date Filed: 01/08/2004

Matt Blunt Corporations Divi P.O. Box 778 / 60 Secretary of State Jefferson City, Me

#### **Articles of Amendment** for a Nonprofit Corporation (Submit in duplicate with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment: The name of corporation is: Hear Hald. (1) and changed article(s) The amendment was adopted on (2)Article number One (1) is amended to read: The name of the corporation is: NationalBenefit Plan. Article number Five (5) is amended to read as follows: See attached. If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors (3) or incorporators, check here and skip to number (5): If approval by members was required, check here and provide the following information: (4)Number of memberships outstanding: Complete either i or ii: B. Number of votes for and against the amendments(s) by class was: i. Number voting against: Number voting for: Number entitled to vote: Class: Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was: ii. Number Voting undisputed: Class: The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class. If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required (5) pursuant to section 355.606, check here to indicate that approval was obtained: In affirmation of the facts stated above, (Authorized signature of officer or chairman of the board)

Corp. #53A (12/02)

The purpose or purposes for which the Corporation is organized are:

To enhance the quality of life for members by offering or providing educational information, to provide access to goods, services and discount benefits by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

STATE OF MISSOURI



Robin Carnahan
Secretary of State
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

America's Business Benefit Association N00051672

Formerly,

NationalBenefit Plan

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 18th day of August, 2005.







# State of Missouri Robin Carnahan, Secretary of State

Corporations Division P.O. Box 778 / 600 W. Main Street, Rm 322 Jefferson City, MO 65102

File Number: 200523121102 N00051672 Date Filed: 08/18/2005 Robin Carnahan Secretary of State

#### **Articles of Amendment** for a Nonprofit Corporation

(Submit with filing fee of \$10.00)

	indersigne nendment:		purpose of amendi	ng its articles	of incorporation, nereby exe	cutes the following a	rticies
(1)	The na	me of corporation is:	NationalBenefit	Plan			
(2)	The an	nendment was adopted	8/11/05		and changed article(s) 1		_ to state as follows:
	Article nu	ımber One (1) is am s Business Benefit A	ended to read. T	he name of	the corporation is:		
(3) incorp	If approporators, cl	oval of members was heck here and skip to	not required, and the	ne amendmen	t(s) was approved by a suffic	cient vote of the board	d of directors or
(4)	If appr	oval by members was	required, check he	re and provid	e the following information:		
)	A. B.	Number of members Complete either C o					
/	C.	Number of votes for and against the amendments(s) by class was:					
	Class:	Number en	titled to vote:		Number voting for:	Number voti	ng against:
	-			_			
			, , , , , , , , , , , , , , , , , , ,	-			
				Please see	next page		
					- State	of Missouri	
		ess to return filed doc	ument:		Amend/Restate	- NonProfit 2 Pa	.ge(s)
	e: Rache	6 Chesterfield Airpo	rt Rd., 2nd Flr. eid. MO 63017	<del></del>		2 <b>3</b> 015613	
/City,	State, and	Zip Code: Chestern					53A (01/05)

D.	Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:		
)	Class:	Number Voting undisputed:	
The nun	ber of votes cast i	n favor of the amendment(s) by each class was sufficient for approval by that class.	
(5)	If approval of the to section 355.600	amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant 5, check here to indicate that approval was obtained:	
In Affirn (The und	nation thereof, the lersigned understa	facts stated above are true and correct:  nds that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)	
	- /	Tina Kompon, President 8-11-05	
Authorized	signature of officer or	chairman of the board Printed Name Title - Date	

# <u>BY-LAWS OF</u> "AMERICA'S BUSINESS BENEFIT ASSOCIATION"

)

# ARTICLE I PURPOSES

The purpose or purposes of "America's Business Benefit Association" ("association") shall be:

To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services, benefits or group discounts by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

#### ARTICLE II OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

# ARTICLE III MEMBERS

- <u>Section 1</u>. <u>Classes of Members</u>. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:
  - 1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
  - 2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.
- Section 2. <u>Voting Rights</u>. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.
- Section 3. <u>Termination of Membership</u>. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

1

- Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.
- Section 6. <u>Transfer of Membership</u>. Membership in the Association is not transferable or assignable.

# ARTICLE IV MEETINGS OF MEMBERS

- Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.
- Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.
- Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.
- Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the

records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

- <u>Section 5</u>. <u>Quorum</u>. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.
- Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.
- Section 7. <u>Informal Action by Members</u>. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.
- Section 8. <u>Parliamentary Procedures</u>. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of <u>Robert's Rules of Order</u>, unless otherwise inconsistent with these By-Laws.
- Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.
- Section 10. <u>Matters Reserved to Membership Vote</u>. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:
  - 1. An amendment to the Association's Articles of Incorporation;
  - 2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

#### ARTICLE V BOARD OF DIRECTORS

- Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.
- Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and members of the Association.
- Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.
- Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.
- Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, by mail or through the internet to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

- Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.
- Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.
- Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.
- <u>Section 9.</u> Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.
- Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.
- Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force

and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

#### ARTICLE VI OFFICERS

- Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.
- Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.
- Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.
- Section 4. <u>Vacancies</u>. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
- Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.
- Section 6. <u>Vice President</u>. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall

have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

#### ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in

their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

## ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

## ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. <u>Issuance of Certificates</u>. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

# ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

# ARTICLE XI DUES AND INITIATION FEE

- Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.
  - Section 2. Payment of Dues. Dues shall be payable in advance.
- <u>Section 3</u>. <u>Default and Termination of Membership</u>. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.
- Section 4. <u>Initiation Fee</u>. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

#### ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

#### ARTICLE XIII SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

#### ARTICLE XIV WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

#### ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors of officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

# ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

 SERFF Tracking Number:
 MADS-125654210
 State:
 Arkansas

 Filing Company:
 Madison National Life Insurance Company
 State Tracking Number:
 39041

 ${\it Incorporated}$ 

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: GAO

Project Name/Number:

Attachment "ABBA Benefits.doc" is not a PDF document and cannot be reproduced here.

# MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS AND MEMBERS OF AMERICA'S BUSINESS BENEFIT ASSOCIATION

The Annual Meeting of the members and Board of Directors of America's Business Benefit Association, a Missouri not-for-profit corporation, was held at 16476 Chesterfield Airport Road, Chesterfield, Missouri, in the county of St. Louis, State of Missouri, on the 20th day of December 2007, pursuant to the provisions of the By-Laws of the corporation.

Present at the meeting were all of the Directors and Officers of the corporation: Tom Wright Jr., Tom Mee, Daneen Flesher and other attending members. With the unanimous consent of the members, Tom Wright Jr. served as Chairman of the meeting and Daneen Flesher served as Secretary. The Chairman called the meeting to order. The Secretary reported that all of the members received notice of the Annual Meeting pursuant to the provisions of the By-Laws of the Corporation, and proxies were received.

The first order of business was a motion, seconded and unanimously approved to accept the minutes for the 2006 annual meeting.

Next, the Chairman called for the nomination of three (3) Directors and Officers of the Association as provided in the By-Laws. Thereupon, the following persons were nominated as Directors and Officers, to serve a term of one year beginning December 21, 2007, or until such time as their successors are duly nominated and shall have qualified:

President/Director:

Tom Wright Jr.

Vice President/Director:

Tom Mee

Secretary/Treasurer/Director:

Daneen Flesher

No further nominations being made, the nominations were closed and each member proceeded to vote on the nominees. After the vote had been counted, including proxies the Chairman announced that the above-named persons had been duly elected as Directors and Officers to serve for the above-stated term.

The Chairman reported that marketing efforts have been limited. It was suggested that the Association should review and evaluate its benefit and service package. The

Board discussed the possibility of implementing changes in 2008. The President previously met with the marketer IPA and the association administrator NAC at IPA's offices in Texas. The meeting focused on changes to the membership package and marketing efforts. After discussion it was unanimously agreed that the Association would make changes to the benefit package and that the new marketing efforts would be slowly introduced and increased throughout 2008.

The next item of business concerned the financial report. Daneen Flesher presented this report. After discussion there was a motion, seconded, and unanimously approved to accept the report.

There being no further or other business to come before the meeting, upon motions duly made, seconded and unanimously carried, the meeting was adjourned.

APPROVED:

fom Wright Jr., Chairman

# MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS AND MEMBERS OF AMERICA'S BUSINESS BENEFIT ASSOCIATION

The Annual Meeting of the members and Board of Directors of America's Business Benefit Association, a Missouri not-for-profit corporation, was held at 16476 Chesterfield Airport Road, Chesterfield, Missouri, in the county of St. Louis, State of Missouri, on the 27th day of November 2006, pursuant to the provisions of the By-Laws of the corporation.

Present at the meeting were all of the Directors and Officers of the corporation: Tom Wright Jr., Tom Mee, Daneen Flesher and other attending members. With the unanimous consent of the members, Tom Wright Jr. served as Chairman of the meeting and Daneen Flesher served as Secretary. The Chairman called the meeting to order. The Secretary reported that all of the members received notice of the Annual Meeting pursuant to the provisions of the By-Laws of the Corporation, and proxies were received.

The first order of business was a motion, seconded and unanimously approved to accept the minutes for the 2005 annual meeting.

Next, the Chairman called for the nomination of three (3) Directors and Officers of the Association as provided in the By-Laws. Thereupon, the following persons were nominated as Directors and Officers, to serve a term of one year beginning November 28, 2006, or until such time as their successors are duly nominated and shall have qualified:

President/Director:

Tom Wright Jr.

Vice President/Director:

Tom Mee

Secretary/Treasurer/Director:

Daneen Flesher

No further nominations being made, the nominations were closed and each member proceeded to vote on the nominees. After the vote had been counted, including proxies the Chairman announced that the above-named persons had been duly elected as Directors and Officers to serve for the above-stated term.

The Chairman then made a motion to enter into a marketing agreement with Insurance Producers of America Agency, Inc. After a brief discussion the motion was seconded and unanimously carried.

The next item of business concerned the financial report. Daneen Flesher presented this report. After discussion there was a motion, seconded, and unanimously approved to accept the report.

There being no further or other business to come before the meeting, upon motions duly made, seconded and unanimously carried, the meeting was adjourned.

APPROVED:

Tom Wright Jr., Chairman

# HealthFinder

A Newsletter for Members of America's Business Benefit Association • 2007



## **Creating a Business Website**

Today, so many consumers and businesses look for products and services online that your small business probably needs a website. How do you start the process of developing a business website? The U.S. Small Business Administration (SBA) has the answers to your questions.

Above all, keep in mind that your website is your online representation—a direct reflection of your business. Your business website must look professional. The design can be simple and clean—not complicated—but it should always be free of spelling and grammatical errors, attractively showcase your product or service, and clearly state how the customer can contact your business and purchase your product.

#### How do I start selling online?

From cheap and simple to expensive and complex, there's a wide range of products designed to get your website up and selling in a matter of days or weeks.

Small businesses may not have to look beyond their local Internet service

providers for a solution. For example, you can use Yahoo's web service, which lets you create a transactional business website. Yahoo hosts the site, and the cost is based on number of items—\$100 per month for a store selling 50 items and \$300 per month



for up to 1,000 items.

Do an online search for "business website development" and you'll find a number of services. They generally include templates for online catalogs and databases, so it's easy to change items and prices. Dynamic database searches can serve different information when an item is out of stock or on special, and they can be hooked up to

existing back-end systems for order fulfillment and a range of automatic payment options.

Unless you're fairly computer-savvy, you'll need help developing your website. Spend the money to hire a professional web designer. Considering your website's importance in promoting your business, the amount you pay a designer will probably be worth every penny.

# How should I choose a web designer?

You don't really want a college student who has just learned HTML. You need a website designer or design firm that will take time to understand your business, and has previous experience. Here are some important questions:

- What are the names and phone numbers of other small business clients you have served? You'll learn a lot by asking these references, "Would you hire this person to work for you on another project?"
- What are some websites you have designed? Then ask your web-savvy (continued on page 2)

## Inside

Creating a Business Website1, 2 & 8	Health
	Safety
of Members3	Business

# **Creating a Business Website**

(continued from page 1)

friends to evaluate the sites with you.

- What kind of website do I really need to accomplish my business objectives? Unless the designer knows how to accomplish business purposes with a website, he or she won't be effective.
- Do you have a contract that outlines our agreement? Get it in writing.
- What will this cost, how long will it take, and at what points will various payments be due? Define what will be accomplished before each payment is made.
- Will you register the site with search engines and perform any other marketing tasks? If this isn't included in their services, learn to do it yourself or find where to outsource it. A website without marketing is like a car without gasoline—nice to admire, but of no use at all.

## I've got a website—now what?

First and foremost, put your website address on all of your organization's correspondence. That includes business cards, stationery, posters, flyers, e-mail headers, or footers and any other advertisement activity. Remember, you never know who may read or run across information about your company. Make sure they have the ability to reach you.

Second, you have to do your research. No matter what location you're in, most likely your local and state government has some sort of economic development office as well as a Chamber of Commerce. Both are great resources for events, promotions, and other activities that will allow you to get your name out. Another great resource is

the U.S. Small Business Administration. From regional offices to local business development centers, the SBA is ready to help you out by providing contact information or counseling you on a particular business endeavor.

Third, work on all of your vendor and partner relationships. The best marketing technique still remains word-of-mouth. And who is better at telling potential customers about your organization that those who already do business with you. Sometimes related businesses will agree to put links on each of their websites to lead customers to each others' websites.



# How often should my website be updated?

Similar to a company's advertising strategy, new ideas built on customer response and organizational direction must be put in place or an organization can be viewed as aging.

There is no standard time related to how often a new version of a website should be established. Most companies make changes every two to three months. Most of these changes reflect better service to the customer or the introduction of a new product. Others are based on keeping the customer interested or entertained enough to come back to the site.

Some organizations use an advisory board or group to provide feedback on their site. This group may suggest changes to the website based upon personal use and comparison to competitors' sites.

# Where can I find inexpensive credit card processing on a secure server?

You'll probably have to get a merchant credit card account AND credit card processing on a secure server. Here's how it works.

- You secure a merchant account with a bank, and the bank contracts with a firm that processes credit card transactions for them.
- You contract with a web hosting service for a secure server for your order pages.
- You contract with a payment gateway company (such as VeriSign.com) that provides an Internet bridge from your order pages to the bank's processing company.

Sometimes, however, you can find a service that combines (2) and (3) together. While it is possible to pay a company to handle the merchant credit card transactions for you, they may take an 8% to 15% chunk of the total transaction, and in some places this kind of "factoring" is illegal.

If you plan to sell much over the Web, secure your own merchant account. Start with your own bank. Independent sales organizations may promise to get you a merchant account, but be careful of high commissions ("application fees"), hidden fees, or penalties if your business folds before their "lease period" is over. Be careful you aren't sold the wrong services for your needs. Shop carefully.

# Are any advertising resources available to me that are free or very inexpensive?

As small business people know, free and inexpensive really mean a lot of sweat equity, but there are several (continued on page 8)

## **NOTICE of ANNUAL MEETING of MEMBERS**

The Annual Meeting of the Members of the America's Business Benefit Association will be held at 16476 Chesterfield Airport Road, Chesterfield, Missouri, on Thursday, December 20, 2007 at 10:00 a.m. for election of Directors and for the transaction of such other business as may properly come before the meeting of any adjournment thereof.

The above notice is given pursuant to the By-Laws of the Association.

#### **PROXY**

America's Business Benefit Association
December 20, 2007 Annual Meeting of Members
THIS PROXY IS SOLICITED ON BEHALF OF
AMERICA'S BUSINESS BENEFIT ASSOCIATION

The undersigned member of the America's Business Benefit Association does hereby constitute and appoint the President of the America's Business Benefit Association, the true and lawful attorney(s) of the undersigned with full power of substitution, to appear and act as the proxy or proxies of the undersigned at the Annual Meeting of the Members of the America's Business Benefit Association and at any and all adjournments thereof, and to vote for and in the name, place and stead of the undersigned, as fully as the undersigned might or could do if personally present, as set forth below:

- (1) FOR ( ), or to ( ) WITHHOLD AUTHORITY to vote for, the following nominees for Board of Directors: Tom Wright Jr., Tom Mee, and Daneen Flesher.
- (2) In their discretion, the proxies are authorized to vote upon such other business as may properly come before the Meeting.

This proxy when properly executed will be voted in the manner directed by the undersigned member. If no direction is made, this proxy will be voted for the election of directors and officers.

DATED:	, 2007.	
		Signature
		Name (please print)

Please date and sign and return promptly to 16476 Chesterfield Airport Road, Chesterfield, Missouri 63017 whether or not you expect to attend this meeting. The Proxy is revocable and will not affect your right to vote in person in the event that you attend the meeting.

Chesterfield, Missouri

November 16, 2007 Date

## HEALTH



### **Relief for Aching Feet**

If holiday shopping has left you with aching feet, follow these steps to a soothing foot massage (either for yourself or performed on a loved one):

- 1. Soak feet in warm water for 10 minutes.
- 2. Dry feet; warm hands and then begin rubbing in lotion or mineral oil while feet are propped up.
- 3. Stroke the top of the foot, working from toe to ankle. Use gentle but firm pressure to avoid tickling.
- 4. Use a circular motion with your thumbs and fingers over the sole of the foot, paying special attention to the arch and ball of the foot.
- 5. Massage and stretch the toes. Gently squeeze the end of each toe. Use the index finger to slide between each toe.
- 6. Rotate the foot at the ankle about five times in each direction.
- 7. Finish the massage by repeating the all-over foot massage. Wipe off any excess lotion or oil with a thick towel. Slip feet into thick cotton socks to retain moisture.

### Don't Overdo Teeth Whitening

While it's nice to have pearly whites, the American Academy of Cosmetic Dentistry says you can overdo it with home whitening products. They recommend discontinuing or reducing applications if these symptoms appear:

- Excessive sensitivity, especially to cold foods
- Redness, irritation, and bleeding of the gums
- Translucent or blotchy appearance of teeth

### **Washing Your Hands**

According to Dr. Chris Coulter — chief medical officer for Precept, a health management provider — washing your hands five to six times a day decreases your chances of getting sick by 50 percent.

"For most people, that means washing them for 20 seconds every time you go to the bathroom, before and after meals, and after taking public transportation," he says.



#### **Health Benefits of Showers**

A steamy shower can alleviate many wintertime ailments, including congestion, sore throat, and dry nasal passages. To get the most out of your shower experience, follow these recommendations by health professionals:

- Don't use water temperatures higher than 100 degrees Fahrenheit because it's too drying to the skin and hair.
- Alternate hot and cool water to stimulate blood circulation. Hot water increases blood flow and reduces muscle tension, while cool water constricts blood vessels and invigorates the body.
- Use a loofah sponge to increase circulation and thoroughly cleanse skin, while mildly exfoliating. Scrub gently in a circular motion.
- If you have a handheld shower head, spray your feet and legs to get blood flowing. You might also want to consider adding a steam unit to your shower to increase these benefits. Or put in a shower head filter to reduce chlorine levels.

## SAFETY

### **Shopping Sense**

The sheriff's office in Broward County, FL, offers these safety tips for holiday shoppers:

- Make several trips to your car to drop off packages while shopping rather than trying to carry too many items around with you.
- Put packages and bags in the trunk or otherwise keep them out of sight to deter thieves.
- Leave the mall or shopping center well before closing time to increase the likelihood that you won't be walking out alone.
- If you are leaving the store at closing time, ask mall security or the package pick-up service to escort you to your vehicle.



If you have a live Christmas tree, cover the basin of the stand with netting or a tree skirt to deter cats and dogs from drinking the water. Sap and chemicals can leach into the water and sicken your pets. As an extra pet repellent, spray citrus or citronella scents on the tree.

### **Wrap Rage**

That's the term that medical experts are giving to the frustration that many people have opening sealed plastic packages typically used for electronic goods and expensive gadgets and toys. According to the American College of Emergency Physicians, during the holidays emergency rooms across the country are flooded with patients who have injured their hands trying to open gifts secured in these anti-theft packages. Safety experts suggest removing the packaging prior to gift wrapping it, so the recipients will not be in a rush to open the gift or have it opened for them. The Philadelphia Hand Center at Thomas Jefferson Hospital also offers these precautions:

- Use heavy-duty scissors rather than everyday scissors, X-acto knives, or razor blades.
- Cut away from the body to avoid puncture wounds as a result of a knife or scissors slipping out of control.
- Make sure that the hand restraining or holding the package is out of the way of the path you are cutting.
- Be careful handling freshly cut plastic when prying open the package. The sharp edges can cause lacerations.



### **Hanging Outdoor Lights**

According to the Home Safety Council, falls are the number one cause of home injuries and deaths. Falls from ladders while hanging outdoor lights can be particularly serious, since the injury may be compounded by falling on sharp bushes or tree limbs. Plan to do your decorating in daylight and well in advance of winter snow and ice. And follow basic ladder safety rules whenever using a ladder:

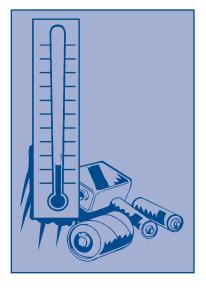
- Straight or extension ladders should be tilted at about 75 degrees. That means the base should move one foot out for every four feet of height.
- The ground under the ladder should be firm and level.
- Keep your body centered on the ladder. If you need to reach areas to the side of the ladder, move the ladder rather than leaning too far.

## **BUSINESS**

# **Cold Weather Drains Batteries**

Electronics experts warn that cold temperatures can drain battery power.

They recommend not leaving laptops in parked cars for extended periods of time, as well as keeping devices such as cell phones, pagers, and PDAs (personal digital assistants) in a pocket close to your body when outside.



# Making the Most of Professional Associations

Membership in professional associations—such as alumni groups, trade associations, and training and advocacy organizations—can boost your career and connections, but joining is only the first step. To get the most out of your group, career counselors offer these suggestions:

- Help organize events, contribute to publications, and give presentations. This will showcase your skills and build camaraderie with other members.
- Stay in touch with other members. Even if they're currently not in a position to help you, they may be in the future.

#### "Are You Satisfied?"

When a customer or client voices a complaint, Ron Willingham—author of Integrity Service: Treat Your Customers Right—Watch Your Business Grow—says it's easy to get caught up in the rush of identifying the problem, removing the cause, and taking corrective action.

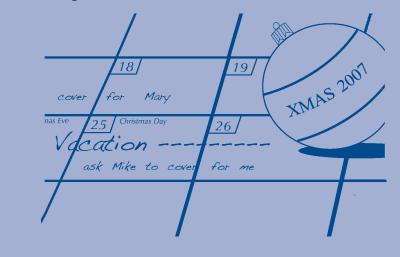
While these are important components, the final key point is to ask the customer if he or she is satisfied with the solution. "All too often we are satisfied with the solution to a customer problem, but the customer is not," he says.

Asking this simple question will enable you to make sure the customer is satisfied, and will make it clear that their satisfaction is your goal.

### Be a Holiday Helper

The holidays are a frantic time for most folks, both on and off the job. To ease the stress, follow this advice from Adecco International, a human resources firm:

- 1. Talk to your supervisor about your upcoming vacation time. Schedule it as far in advance as possible.
- 2. Plan for how your work will be covered while you're out.
- 3. Try to get as far ahead with your work as possible.
- 4. Coordinate with co-workers to help them with their workloads during their time off.



# **Creating a Business Website**

(continued from page 2)

things you can do at low or no cost to promote your online business.

- Prepare your web pages to be search engine friendly, and then submit them to the main search engines.
- Find other sites that are complementary to yours and attract the kind of visitors you're looking for and ask the site owners for a reciprocal link.
- Join a banner exchange program where you show two banners on your site for every one of yours shown on other member's sites.
- In addition you could send out press releases about a newsworthy event on your site, offer interesting and free content related to what you sell, and try some inexpensive text ads in e-mail newsletters that appeal to the kind of visitors you want. But make sure you conserve all the marketing efforts you've begun by asking visitors to bookmark your site and subscribe to your free e-mail newsletter so you can contact them again.

From the U.S. Small Business Administration at www.sba. gov/smallbusinessplanner/manage/technology HealthFinder is published by:

#### America's Business Benefit Association Membership Services Office

For information regarding your membership and association benefits, call or write:

Membership Services Office

#### **America's Business Benefit Association**

16476 Chesterfield Airport Road Chesterfield, MO 63017 800-992-8044 or (636) 530-7200

Articles in this newsletter are meant to be informative, enlightening, and helpful to you. While all information contained herein is meant to be completely factual, it is always subject to change. Please consult your attorney or accountant before making any financial decisions.

11-07

### America's Business Benefit Association

Membership Services Office 16476 Chesterfield Airport Road Chesterfield, MO 63017 PRSRT STD US POSTAGE PAID KANSAS CITY, MO PERMIT #6654

## **Application for ABBA Membership**

I am applying for membership in America's Business Benefit Association (ABBA). I represent that I am 18 years or older and eligible for membership in ABBA. (If under 18 years of age, parent or guardian must sign below. Only Basic Membership is available if primary member is under 18 years of age, no Optional Benefits.) I choose the following plan and my monthly dues will be:

□Basic Membership (Individual or Family):	\$19.50		
□ Executive 2500—Individual: \$44.50	☐ Executive 2500—Fa	mily: \$54.50	
□ Executive 5000—Individual: \$54.50 □ Executive 7500—Individual: \$69.50	□Executive 5000—Fa	mily: \$69.50	
Optional Benefits (can be added to a These optional insured benefits are provided by un Insured Generic Prescription Plan—India NOTE: Please allow 7 days from effection Dental Insurance—Individual: \$26.50 (For details concerning ABBA membership package)	naffiliated insurance companie ividual: \$26.50	es, not by Independence red Generic Prescrieligibility files to becomily: \$44.50	ption Plan—Family: \$44.50 ome effective at pharmacies.
For my ABBA membership, I understand that (1) to INSURANCE and are not intended to replace or be supplemental insured benefits.			
I hereby designate and appoint the Secretary of A and attorney-in-fact to receive all notices of meetir members, to execute consents and to otherwise a I authorize my proxy to substitute any other person substitution or revocation with ABBA. I understand all notices of meetings of members and to attend a desires in this respect.	ngs of the members, to attend ct for me in the same manner in to act under this proxy, to re I that this proxy is a voluntary	and vote on my behalf and with the same effet voke any substitution, a designated appointmen	at any and all meetings of the ect as if I were personally present. and to file this proxy and any and that I have a right to receive
I agree that any controversy or claim arising out of the American Arbitration Association in accordanc Measures of Protection), and judgment on the awa	e with its Commercial Arbitrati	on Rules (including Op	tional Rules for Emergency
I am applying for:  ☐ America's Business Benefit Association me REQUESTED EFFECTIVE DATE (billing (Note: Requested effective date m	will be same date): Choo		
□ ABBA membership and Independence Am		•	,
☐ YES ( Initial) If I am not approcoverage lapses or is terminated, I wish to many labeled in NO ( Initial) I do not want to not accepted by me with IAIC. If IAIC insurance effective date of the Insurance applied for. If ABBA members, even if one or more of the face	aintain my ABBA members naintain membership in AB is issued, the effective date ABBA Family membership	hip application. BA if I am not approve of ABBA membersh is selected, all family	ved for insurance issued and nip will be the same as the y members are included as
Date of Application:	Date of Birth:	Soc Sec#	:
Primary Member:Address:			□ Male □ Female
City:	<u> </u>	):	Zip:
Email Address:	Phor	ie:	
Signature:	of age, parent or guardian	must sign above.	
Other Family Members:	- Mala - Famala Data	of Diate.	Deletienskie
Name:	Male   Female Date	of Birth:	Relationship:
Name:			
Name:	UNIAIR U Female Date	of Dirth:	Keialionship:
Name:			
Name:	UNIAIR U FEMAIR DATE	of Pirth:	Keialionship:
Name: To be completed by your agent:	_ u iviale u remale Date	UI DII III.	rcialionship
Agent Name:	Ago	ent Number:	



SERFF Tracking Number: MADS-125654210 State: Arkansas
Filing Company: Madison National Life Insurance Company State Tracking Number: 39041

 ${\it Incorporated}$ 

Company Tracking Number: GAO-ACC

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: GAO

Project Name/Number: /

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